

1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF CALIFORNIA

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5 SABRINA LAGUNA, et al., )

6 Plaintiffs, )

7 vs. ) No. 3:09-CV-02131-JM

8 COVERALL NORTH AMERICA, INC., ) (BGS)

9 et al., )

10 Defendants. )

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14 Deposition of AMRIT SINGH, taken

15 at 3090 Bristol Street, Suite 190,

16 Costa Mesa, California, commencing

17 at 9:25 a.m., Thursday, December 15,

18 2011, before Paulina Balbuena,

19 CSR No. 12898, RPR, CCRR.

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1 Thursday, December 15, 2011; Costa Mesa, California  
2 9:25 a.m. - 1:21 p.m.

3 -- ooo --  
4

5 THE REPORTER: Good morning. My name is  
6 Paulina Balbuena, a court reporter associated with  
7 Veritext National Deposition & Litigation Services,  
8 whose address is 3090 Bristol Street, Suite 190, Costa  
9 Mesa, California. The date is 12/15/2011. The time is  
10 9:25 a.m., and the deposition of Laguna, et al., vs.  
11 Coverall North America et al., is taking place at  
12 Veritext.

13 Counsel present on behalf of the Plaintiffs  
14 are Tracee Lorens, Lorens & Associates and Raul Cadena,  
15 Cadena Churchill; Counsel present on behalf of the  
16 Defendants Allied Capital and Ares Capital is Mazda  
17 Antia, Cooley LLP; for the witness, Shannon  
18 Liss-Riordan, Lichten & Liss-Riordan, P.C.; and then for  
19 Defendants Coverall and CNA, Nancy Nguyen Sims, DLA  
20 Piper LLP.

21 Please raise your right hand.

22 You do solemnly state the testimony you shall  
23 give in this matter shall be the truth, the whole truth,  
24 and nothing but the truth so help you God?

25 THE WITNESS: Yes.

1 EXAMINATION

2 BY MS. SIMS:

3 Q Mr. Singh, could you please state your name  
4 and spell your last name for the record.

5 A My name is Amrit Singh. Last name is  
6 S-i-n-g-h.

7 Q Mr. Singh, my name is Nancy Sims and I  
8 represent the defendants Coverall North America, CNA  
9 Holding and Ted Elliott in this action. You understand  
10 that you have been asked to appear here today for  
11 deposition because you objected to the settlement in  
12 this case?

13 A Yes.

14 Q Have you ever been deposed before, Mr. Singh?

15 A I'm sorry?

16 Q Have you ever been deposed before?

17 A No.

18 Q Have you ever testified at trial?

19 A No.

20 Q Have you ever been a party to a lawsuit?

21 A Like in a car accident, but not like lawsuit  
22 or maybe, like, you know how Bank of America, sometimes  
23 they send you forms, stuff like that.

24 Q So the answer is yes, you have been a party to  
25 a lawsuit?

1 A Yes.

2 Q And one was a car accident, correct?

3 A Yes.

4 Q And when was that?

5 A Two, three years ago.

6 Q And the Bank of America lawsuit, when was  
7 that?

8 A I think that was recently one about  
9 overdrafting.

10 Q Was this in the last year?

11 A I'm sorry?

12 Q Was this in the last year?

13 A Yes.

14 Q And tell me about the nature of that lawsuit.

15 A I think Bank of America was charging people  
16 overdrafting fee. That's all I know. I don't know more  
17 details on that.

18 Q Were you the plaintiff in that lawsuit?

19 A No, I was just . . .

20 Q Were you suing or were you being sued?

21 A I don't know. I got a claim form and I filled  
22 it in.

23 Q Okay. So it was a class action lawsuit?

24 A I don't know what's the difference between --

25 Q Okay. Well, let me ask you: Was this a

1 lawsuit that was pending somewhere and you got a claim  
2 form, like you did in this lawsuit, where you filled it  
3 out and sent it back or was this a case where you had a  
4 lawyer or you yourself filed a lawsuit against Bank of  
5 America directly?

6 A I filled out -- I sent the form.

7 Q Okay. So it was a lawsuit where you were a  
8 claimant, then. You weren't actually -- have you ever  
9 been to court in that case?

10 A No.

11 Q Any other lawsuits that you've been involved  
12 in?

13 A I cannot think of anything else right now.

14 Q Well, Mr. Singh, please let me go over some  
15 guidelines and instructions for the deposition. You  
16 were just placed under oath by the court reporter, and  
17 it's the same oath that you would take if you were  
18 sitting in a court of law. Not notwithstanding the  
19 informal surroundings of this conference room, that oath  
20 has the same penalties and solemnities as if you were  
21 sitting before a judge or a jury. Do you understand  
22 that?

23 A Yes.

24 Q The court reporter will be taking everything  
25 down verbatim so long as we're, quote, on the record.

1 And everything on the record will be transcribed into a  
2 booklet form for your review sometime in the future.

3 You'll have the opportunity to review it and  
4 make any changes to ensure that the deposition  
5 transcript is as accurate as possible. But one note of  
6 caution, if you make any substantive or material changes  
7 to the transcript as opposed to correcting a typo or a  
8 misspelling, I or one of the other counsel here may use  
9 that information, and to the Court or the jury, we may  
10 introduce that evidence to impact their view of your  
11 credibility. Do you understand that?

12 A Yes.

13 Q Therefore, it's important for you to give your  
14 best testimony here today. I'm also entitled to your  
15 personal knowledge as well as your best recollections,  
16 approximations and estimates, but you shouldn't guess or  
17 speculate. Do you understand the difference between a  
18 guess or speculation on the one hand and an estimate on  
19 the other?

20 A Yes.

21 Q If there's any part of my question that you  
22 don't understand or that you didn't hear, please ask me  
23 to repeat it. I'll be happy to do so or we can ask the  
24 court reporter to read it back. But if you answer it,  
25 then, you know, we'll assume that you heard it correctly

1 and you're answering to the best of your ability. Do  
2 you understand that?

3 A Yes.

4 Q Because the court reporter's taking everything  
5 down and verbatim, we really need to try to not talk  
6 over each other. And we're doing a very good job of it  
7 so far, so I will let you finish your answers if you  
8 will please let me finish my questions before you start  
9 speaking.

10 A Okay.

11 Q Also, because we want a clear record, please  
12 avoid shaking your head or nodding. You know, in normal  
13 conversation, we do that. But we do need you to give a  
14 verbal response. And please avoid any uh-huhs or  
15 huh-uhs, because we might be fighting three months down  
16 the line about whether that was a yes or a no.

17 A Okay.

18 Q If you need to take a break for any reason,  
19 let me know. We will. This isn't a marathon. We're  
20 happy to let you take a break if you need to at the next  
21 reasonable time or, you know, if we have a question  
22 pending, we'll ask you to answer that question and then,  
23 you know, we can try to take a break at that point if  
24 it's a good breaking point. Okay?

25 A Okay.

1 Q Are you on any medication today that would  
2 prevent your deposition from going forward or would  
3 affect your ability to give your best recollections and  
4 testimony?

5 A No.

6 Q Did you review any documents in preparation  
7 for this deposition?

8 A No.

9 Q Other than your counsel, did you have any  
10 conversations with anybody in preparation for this  
11 deposition?

12 A No.

13 Q Other than your counsel, did you have any  
14 conversations with anybody regarding the deposition,  
15 even if it wasn't for the purpose of preparing for the  
16 deposition?

17 A Just with my girlfriend.

18 Q Okay. And what did you discuss with her?

19 A Just that -- where I'm going today, and she  
20 wants to know why I'm going.

21 Q Okay. Anyone else?

22 A And my mom.

23 Q And what did you discuss with her?

24 A That I won't be home all day today, so she  
25 just wanted to know where I'm going.

**REDACTED**

1 Q Anyone else?

2 A That's it.

3 Q And I assume at some point you did speak with  
4 your counsel regarding this deposition. I just need a  
5 yes-or-no answer.

6 A Yes.

7 Q Was anyone else present during those  
8 discussions?

9 A No.

10 Q Mr. Singh, could you please state your date of  
11 birth.

12 A [REDACTED].

13 Q And for the record, could you please state  
14 your address.

15 A [REDACTED]  
16 [REDACTED].

17 Q Is that your home address?

18 A Yes.

19 Q And do you have a business address?

20 MS. LISS-RIORDAN: Let me just ask for the  
21 record, under California rules, I assume if this  
22 transcript becomes public, that information gets  
23 redacted, right?

24 MS. SIMS: I don't think so unless you ask for  
25 it to be redacted, but there would be no reason for this

1 to become public. You mean in a court filing or some --

2 MS. LISS-RIORDAN: If in a court filing, I  
3 would request that home address information be redacted.

4 MS. SIMS: That's fine. We'll stipulate to  
5 that.

6 MS. LISS-RIORDAN: Thank you.

7 MS. SIMS: Do you guys have any issue with  
8 that? If we should attach the depo to a court filing,  
9 to redact his address.

10 MS. LORENS: No, I don't object.

11 MR. ANTIA: No.

12 BY MS. SIMS:

13 Q And I'm sorry. Your business address, sir?

14 A I don't have, like, a business address.

15 Q Okay. What is your highest level of  
16 education, Mr. Singh?

17 A I attended DeVry for two years.

18 Q And what years was that?

19 A AA, Associate's degree, but I never graduated.  
20 I quit.

21 Q What years did you attend DeVry?

22 A It's been a while. I'll say five to six years  
23 ago.

24 Q Okay. And prior to that, were you in high  
25 school?

1 A Yes.

2 Q Where did you attend high school?

3 A Upland Option for Youth.

4 Q Did you graduate from there?

5 A Yes.

6 Q What year?

7 A 2001. I'm not . . .

8 Q Approximately 2001?

9 A Yeah.

10 Q Okay. Do you have any other -- any technical  
11 degrees or licenses or certifications?

12 A No.

13 Q Where are you presently employed?

14 A Frito-Lay.

15 Q What is your position there?

16 A I'm a CLT. It's a central lab technician, QC.

17 Q Tell me what your duties are.

18 A I check all the incoming raw materials and  
19 also calibrate some of the equipment.

20 Q How long have you been working there?

21 A 12 years.

22 Q So from approximately 1999?

23 A Yes.

24 Q Prior to that, where were you employed? Well,  
25 I assume you were in school, based on your timing. So

1 was Frito-Lay your first employment?

2 A Yeah. I think I did probably some part-time  
3 job at a Country Harvest Buffet.

4 Q What year was that?

5 A Probably '98.

6 Q Have you had any other employment since 1998  
7 aside from those two that you've mentioned?

8 A Right now, I own a liquor store with my  
9 brother-in-law.

10 Q What's the name of that liquor store?

11 A Moon's Market.

12 Q Where is that located?

13 A Ontario, California.

14 Q How long have you owned that market?

15 A Two years.

16 Q And you said that that is a business that you  
17 are a partner with your brother-in-law?

18 A Yes.

19 Q And did the two of you go in and buy it  
20 together?

21 A Yes.

22 Q And that was in approximately 2009?

23 A Yes.

24 Q Two years ago?

25 A Yes.

1 Q Mr. Singh, at some point, you were served with  
2 a subpoena from our office. Are you aware that you were  
3 previously required to appear for deposition on  
4 November 10th?

5 A Yes.

6 Q And why did you not appear?

7 A My attorney was trying to see if I don't have  
8 to go.

9 Q So it was at the advice of counsel that you  
10 didn't show up?

11 A She said she's --

12 MS. LISS-RIORDAN: Hold on a second. Just  
13 want to instruct you don't testify about anything said  
14 between you and me because that's attorney-client  
15 privileged. But you can answer --

16 MS. SIMS: Yes or no.

17 MS. LISS-RIORDAN: -- the result of a  
18 conversation. Did you do so on the advice of counsel,  
19 you can answer yes or no to that.

20 THE WITNESS: I'm sorry, what was --

21 BY MS. SIMS:

22 Q Did you not appear on the advice of counsel?

23 A Yes.

24 Q Mr. Singh, when did you first become  
25 acquainted with Ms. Liss-Riordan, sitting to your right?

1 A Can you repeat that.

2 Q Sure. When did you first meet  
3 Ms. Liss-Riordan?

4 A When I first --

5 Q Came in contact with her.

6 A I don't remember exactly the date, but it was  
7 probably about a month ago.

8 Q A month ago. So we are now December -- what  
9 is today, December 15th. So approximately  
10 November 15th?

11 A Sorry. I don't know exact date.

12 Q Okay. That's okay.

13 A But roughly about a month ago.

14 Q So it was before Thanksgiving?

15 A Yes.

16 Q Okay. And how did you come in contact with  
17 her?

18 A My girlfriend told me there's a lawsuit --  
19 there's some kind of settlement going on, something  
20 going on. And then she gave me the number -- she got  
21 the number from her friend, so she told me to contact  
22 Shannon, so I contacted her.

23 Q What's your girlfriend's name?

24 A Diana Vizcarra.

25 Q Can you spell her last name.

1 A V-i-z-c-a-r-r-a.

2 Q And does Ms. Vizcarra live at your address or  
3 does she --

4 A No, she doesn't.

5 Q Do you know what her address is?

6 A I know she lives in -- no, not exactly, but  
7 it's Meridian and it's -- that's the name of the street,  
8 and it's San Bernardino. I'm not sure if it's 861  
9 North, but it's right there.

10 Q Do you have a phone number for Ms. Vizcarra?

11 A I do, but I have -- do you want me to --

12 MS. SIMS: Yeah, if you wouldn't mind, please.

13 MS. LISS-RIORDAN: I'm going to object to him  
14 putting that on the record. We can discuss later if you  
15 want contact information for her.

16 MS. SIMS: Well, I think we're entitled to  
17 know it and we're happy to -- again, if we file  
18 something public, we're happy to strike it off the --  
19 you know, redact it so that it's not --

20 MS. LISS-RIORDAN: Okay.

21 You can only answer what you know. If you  
22 don't know it without having to look it up, you don't  
23 have to consult on your phone.

24 BY MS. SIMS:

25 Q Well, you do have the information with you,

**REDACTED**

1 right, sir? It's on your phone?

2 A Yes.

3 Q Okay. Can we please have the information.

4 A It's [REDACTED].

5 Q Thank you.

6 MS. LORENS: Was that [REDACTED]? [REDACTED]?

7 BY MS. SIMS:

8 Q [REDACTED], correct?

9 A Yes.

10 Q So I'm sorry, please continue. You said you  
11 got the information about the lawsuit from Ms. Vizcarra?

12 A Yes.

13 Q And tell me about the nature of the  
14 conversation you had with her.

15 A She was telling me there's a lawsuit that was  
16 going on and they're settling it for \$400 only. If you  
17 want to know more information, so contact -- I need  
18 some -- I need to contact Shannon or some attorney, so I  
19 contact Shannon. It was just a conversation between us.

20 Q When did that conversation take place?

21 A I'd say a month and a half ago. I think right  
22 when I contacted her that -- the same day.

23 Q So the conversation with Ms. Vizcarra happened  
24 the same day that you contacted Ms. Liss-Riordan?

25 A (Indicating.)

1 Q And you indicated that Ms. Vizcarra learned  
2 about the lawsuit from a friend?

3 A Yes.

4 Q And who is that friend?

5 A I don't know his name.

6 Q How is he acquainted with Ms. Vizcarra?

7 A I guess they work together. I'm not sure  
8 how -- because I -- she's the one who does all the  
9 talking usually. I don't ask her a bunch of questions.

10 Q Okay. Fair enough. How did -- if you have  
11 knowledge of it, how did this friend know to tell  
12 Ms. Vizcarra about this lawsuit?

13 A I don't know. Sorry.

14 Q All right. Did she give you any paperwork,  
15 Ms. Vizcarra?

16 A No.

17 Q So she just told you about the lawsuit and  
18 then indicated you should contact a lawyer?

19 A Yes.

20 Q And how was it that you decided to contact  
21 Mrs. Liss-Riordan?

22 A She gave me the number.

23 Q Ms. Vizcarra did?

24 A Yes.

25 Q Do you know where Ms. Vizcarra got the phone

1 number for Ms. Liss-Riordan?

2 A From the friend.

3 Q What was your intent when you contacted  
4 Ms. Liss-Riordan about what you wanted to talk about?

5 A I just wanted to talk about, like, what's this  
6 lawsuit about and, like, what's going on in this because  
7 I don't know much about -- I never been in a situation  
8 like this, so I just needed some information how this  
9 worked.

10 Q Were you able to reach Ms. Liss-Riordan that  
11 day?

12 A Yes.

13 Q And you contacted her by phone or by e-mail or  
14 some other medium?

15 A By phone.

16 Q Was there anyone else on the phone  
17 conversation with you two?

18 A No.

19 Q And how long did that telephone conversation  
20 last?

21 A Probably 15, 20 minutes.

22 Q At what point did you retain Ms. Liss-Riordan  
23 to be your counsel?

24 A I'm sorry?

25 Q When did you hire Ms. Liss-Riordan to be your

1       counsel?

2           A     The date, I don't remember the date.

3           Q     Was it that same day or was it subsequent to  
4     that conversation?

5           A     I don't remember if it was the same day or  
6     next day, but within those one or two days.

7           Q     What is your compensation agreement with  
8     Ms. Liss-Riordan?

9           A     No, I don't -- like how much -- I don't  
10    understand what --

11          Q     Meaning, you know, what is the fee  
12    arrangement? Do you pay her hourly or is it some other  
13    arrangement?

14          A     (No response.)

15          Q     Let me ask you this: Are you paying  
16    Ms. Liss-Riordan for her services?

17          A     No.

18          Q     Did you sign a written agreement of some sort  
19    to retain Ms. Liss-Riordan?

20          A     Like sign some papers with her?

21          Q     Right. Did you sign any paperwork with -- to  
22    say, Ms. Liss-Riordan, you are my attorney. Here are  
23    the terms of our agreement? Anything like that?

24          A     Yes.

25          Q     Yes, you did?

1 A Yes.

2 Q And when was that signed?

3 A Last month.

4 Q When was it signed with respect to that first  
5 telephone conversation you had with her?

6 A A day or two after that.

7 Q Are you being compensated in any way for your  
8 participation in this lawsuit by Ms. Liss-Riordan or her  
9 law firm?

10 A No.

11 Q Aside from Ms. Liss-Riordan, did you attempt  
12 to make contact with any other attorneys in connection  
13 with this lawsuit?

14 A No.

15 Q Did you ever make any attempts to contact the  
16 plaintiffs' counsel in this lawsuit, here, sitting to my  
17 left?

18 A No.

19 Q Aside from your discussions with  
20 Ms. Liss-Riordan, have you had any communications with  
21 anyone regarding your objection to this lawsuit -- to  
22 the settlement? Excuse me.

23 A Just, like -- just my family.

24 Q Okay. And who specifically did you speak  
25 with?

1 A Just my mom and my girlfriend.

2 Q How many discussions have you had with your  
3 mom on the issue?

4 A Probably just one.

5 Q And your girlfriend?

6 A One. I guess the only time that they want to  
7 know what's going on is just like when I went to San  
8 Diego. They were just wondering what's going on. And  
9 then today. That's about it.

10 Q Okay. So it was to share with them where you  
11 were going?

12 A Yeah.

13 Q Have you talked to them substantively about  
14 your objection to the settlement?

15 A No, they just know that there's some -- that  
16 I'm going and there's something going on with Coverall.  
17 Not in any details.

18 Q Have you had any communications with anyone  
19 regarding Ms. Liss-Riordan and her firm aside from the  
20 one conversation with Ms. Vizcarra that we've already  
21 discussed?

22 A Only thing I know is about, I think, Jan-Pro.  
23 That's what you're asking, if I know anything --

24 Q Go ahead.

25 A Just about that she's representing people from

1 Jan-Pro.

2 Q And where'd you learn that?

3 A From Diane.

4 Q Aside from -- well, tell me what Diane said  
5 about Jan-Pro in that discussion.

6 A Nothing, she just said, hey, this is the --  
7 when she gave me the number, hey, this is the attorney  
8 that's representing people from there if you want to  
9 contact her.

10 Q Okay. So that was in that same conversation  
11 we talked about earlier?

12 A Yeah.

13 Q Have you had any other discussions with  
14 Ms. Vizcarra regarding Ms. Liss-Riordan and her firm  
15 aside from that one discussion?

16 A No.

17 Q Aside from your mother and that discussion  
18 with Ms. Vizcarra, any other discussions with anyone  
19 else regarding Ms. Liss-Riordan and her firm?

20 A No.

21 Q When did you purchase your Coverall franchise?

22 A I don't remember exact date. Probably five  
23 years ago.

24 Q Are you still a Coverall franchisee today?

25 A No.

1 Q How long did your franchise actively service  
2 customer accounts?

3 A All accounts or just . . .

4 Q Well, let me ask you this: When did you stop  
5 being a Coverall franchisee?

6 A Like, if I'm not wrong, two years ago.

7 Q So you were a franchisee from approximately  
8 2006 to 2009?

9 A I'm not good with the dates, yeah.

10 Q Sure. Roughly?

11 A Roughly.

12 Q And how long during that time period did you  
13 actually service customer accounts? Was it for those  
14 entire three years?

15 A Well, there's -- you know how there's a  
16 package. First I had like a certain amount of accounts,  
17 yes, I -- but at the end, I had just like one or two  
18 accounts. But see, I didn't understand if you were  
19 talking about all the accounts I had served was for  
20 three years or . . .

21 Q No, just at any point if you were serving an  
22 account, for the purposes of this question, I would say  
23 you're an active franchisee. So would you say for those  
24 three years --

25 A Yes.

1 Q -- you were servicing accounts?

2 A Yes.

3 Q Okay. How many accounts in total did your  
4 franchise service?

5 A Roughly probably nine, eight to nine. I'm  
6 sorry, eight to ten.

7 Q Did you provide the cleaning service yourself  
8 or did you have others help you?

9 A I was doing it and then my sister was helping  
10 me.

11 Q So you and your sister were the only two  
12 people?

13 A Yes.

14 Q What's your sister's name?

15 A Harvinder Kaur.

16 Q Could you spell that for the record?

17 A H-a-r-v-i-n-d-e-r.

18 Q And her last name?

19 A K-a-u-r.

20 Q Were you compensating her in any way for her  
21 services?

22 A Yes.

23 Q And how were you compensating her?

24 A I don't know if -- we're just -- depending on  
25 how was the check, sometimes we'd split. Sometime

1 20/60. It all depended.

2 Q So it would vary?

3 A Yeah.

4 Q But it would be monetary cash compensation?

5 A Yes.

6 Q At the time that you were operating your  
7 franchise, was that your sole employment?

8 A No.

9 Q Okay. What else were you doing then?

10 A Frito-Lay.

11 Q Has Frito-Lay always been a full-time job for  
12 you?

13 A Yes.

14 Q What hours do you work there?

15 A Right now, I'm -- I do four tens from 8:00 to  
16 6:30, but it's -- throughout Frito-Lay, I had different  
17 shifts. Second shift, third shift.

18 Q At the time that you were a Coverall  
19 franchisee, what kind of shift were you working at  
20 Frito-Lay?

21 A I was working swing shift from 3:00 to 11:00.

22 Q That's p.m.?

23 A Yes.

24 Q Was that Monday through Friday?

25 A It depended. Different workweeks. Sometime

1 it'd be Sunday through Thursday. I never had Monday  
2 through Friday in that position.

3 Q But five days a week?

4 A Yeah, five days a week.

5 Q But it would vary by week?

6 A Yes.

7 Q During the time you were a Coverall  
8 franchisee, what was the highest number of accounts that  
9 you would service at one time?

10 A I would say nine.

11 Q And what was the lowest number of customer  
12 accounts that your franchise serviced at any one time?  
13 I think you mentioned at the end that it was one or two  
14 accounts?

15 A Yeah.

16 Q Now, at the time that you were servicing nine  
17 accounts, how many days a week were you working at that  
18 time for the franchise?

19 A Six days.

20 Q And how many hours a week total would you say?

21 A Four to six.

22 Q Four to six hours a day?

23 A (Indicating.)

24 Q Four to six hours a day, six days a week, so  
25 if my math is right, 24 to 36 hours a week, you would

1 estimate that you worked on the franchise -- or for the  
2 franchise?

3 A Yes.

4 Q Okay. Did your schedule, your cleaning  
5 schedule vary from week to week or was it set?

6 A It varies week to week.

7 Q At the time that you were servicing the lowest  
8 number of customer accounts that you had, one to two,  
9 how many days a week were you working then for the  
10 franchise?

11 A Two days.

12 Q How many hours per day would you estimate?

13 A Probably two to three.

14 Q Did the schedule vary from week to week or was  
15 the schedule set?

16 A Varies week to week.

17 Q And these hours that you just gave me, are  
18 these hours that you personally worked or hours that  
19 between you and your sister, that's how long it took to  
20 clean the accounts?

21 A Actually, my sister put more hours than me.

22 She's the one who was -- like I'd go help her out, but  
23 she's putting more hours.

24 Q And how many hours did your sister work at the  
25 time that you were -- that your franchise was servicing

1 nine accounts per week? Actually, I take that back.  
2 How many days a week was she working at that time for  
3 the franchise?

4 A Six days.

5 Q How many hours per day, if you know?

6 A Seven to eight.

7 Q And what is this information based on? Is  
8 this what she told you or you would see her there?

9 A I'll see her.

10 Q But you weren't there the entire time, right?

11 A Well, like, she would go there and then she  
12 will take the car and then somebody would give me a ride  
13 there, so that's how I know she's already there. Like  
14 we'll share the car. It would have the equipment in it,  
15 so that's kind of how I would know she was there.

16 Q And when your franchise was servicing one to  
17 two accounts, how many days a week was your sister  
18 working then?

19 A Probably just a day sometimes.

20 Q And how many hours that day?

21 A Those days we usually go together, so I'd say  
22 two to three.

23 Q Okay. During the time that you were a  
24 Coverall franchisee, were you in school?

25 A No.

1 Q When was the last time that your franchise  
2 serviced an account, by month and year, if you can give  
3 me an estimate? You said that you stopped servicing  
4 accounts in 2009. Do you remember what month?

5 A No, I can't remember.

6 Q Do you remember what that last account was?

7 A If I'm not wrong, maybe Goodyear.

8 Q And what was the reason that you stopped  
9 servicing that account?

10 A He wanted a strip and wax done on that account  
11 and he was just giving me three -- I believe 300 a month  
12 was that account, and the area to do the strip and wax  
13 was big, so I couldn't -- I would have to hire somebody  
14 and pay like -- the estimate that I got at that time was  
15 probably \$3,000.

16 Q And when you say he, this is the  
17 representative from Goodyear?

18 A Yes.

19 Q Do you remember his name?

20 A I think Manny.

21 Q Do you know his last name?

22 A No.

23 Q Mr. Singh, have you ever lost any Coverall  
24 accounts?

25 A I lost all of them.

1 Q So all --

2 A Nine.

3 Q -- nine to ten?

4 A Yeah.

5 Q Okay. What was the reason for those losses?

6 A I don't remember.

7 Q You don't remember the reason why you lost any  
8 of those accounts?

9 A There's different reasons. I think only one I  
10 could remember is just the alarm went on on that  
11 account, and they just -- they didn't want it after.

12 Q Do you believe that those accounts were lost  
13 for good reason?

14 A No.

15 Q So you believe some of the losses were  
16 unjustified?

17 A Yes.

18 Q Explain to me why.

19 A Like the one I just mentioned to you about the  
20 alarm. The alarm could go on and -- it's not -- it's  
21 nothing -- a big situation where they have to cancel the  
22 account.

23 Q But in that case, it was the customer who  
24 canceled the account?

25 A I don't remember the customer. Only thing I

1 know is Coverall sent me that -- the information that I  
2 don't need to no longer --

3 Q What was the name of that customer?

4 A I don't remember.

5 Q So tell me what you do remember. So with that  
6 customer -- was it you or your sister who triggered the  
7 alarm?

8 A I think I did.

9 Q So you triggered the alarm. Were police  
10 summoned or what happened?

11 A Yeah.

12 Q So the police were summoned and then the  
13 client was notified?

14 A Yes.

15 Q So based on what you're telling me, it sounds  
16 like the client was unhappy and then you were informed  
17 you had lost the account?

18 A Yes.

19 Q And you believe that that was unjustified?

20 A Yes.

21 Q Sitting here today, do you have any other  
22 recollection regarding any other account that you lost?

23 A I'm sorry. I can't think of any.

24 Q I'm going to mark as Exhibit 1 -- for the  
25 record, this is a letter dated May 20th, 2005 to you

1 from Coverall. Why don't you take a moment to read it.

2 (Deposition Exhibit 1 was marked for  
3 identification by the court reporter.)

4 MS. LISS-RIORDAN: I just want to state for  
5 the record that we haven't seen any of the documents --  
6 we haven't seen any documents.

7 MS. SIMS: Okay.

8 Q Mr. Singh, please take a moment to review this  
9 document and let me --

10 MS. LISS-RIORDAN: Do you have a copy for me?

11 MS. SIMS: Actually, do you mind sharing with  
12 him? I'm actually short on copies. I'm happy to, by  
13 the way, send you a copy for your files of the exhibits.

14 Q Are you done reviewing the document, sir?

15 A Yes.

16 Q Does this refresh your recollection concerning  
17 any other lost accounts?

18 A Now I remember this Leslie Pool. This is the  
19 same issue with strip and wax. The job was done, but he  
20 wanted some more work done with his strip and wax.

21 Q So this client was dissatisfied with the job  
22 that was done on the strip and wax?

23 A No, it wasn't the job. He wanted the -- more  
24 area needed -- that he think should get done for the  
25 strip and wax.

1 Q Okay. So the client believed that you should  
2 have done something additional that wasn't done?

3 A Yes.

4 Q And because he was dissatisfied with that, the  
5 client canceled?

6 A I never talked to a client personally. Only  
7 time I would know that something happened was with  
8 letters or I would get a call. So I never had a  
9 conversation with Leslie Pool that, hey, your account is  
10 canceled or blah, blah, blah. I would just receive a  
11 letter or phone call from Coverall. So I don't know.

12 Q But it was your understanding that the client  
13 was unhappy with the fact that they thought some  
14 additional work should have been done that wasn't done?

15 A Yes.

16 Q Yes?

17 A Yes.

18 Q Okay. And then you were subsequently informed  
19 that you were no longer servicing this account?

20 A Yes.

21 Q Does that refresh your recollection about any  
22 other accounts that you've lost?

23 A You know, I have to -- if I see something,  
24 then it might refresh my memory, but right now, I can't  
25 think of one.

1 Q With this account, Leslie's Swimming Pools,  
2 did you think that account loss was unjustified?

3 A Yes.

4 Q Okay. Tell me why.

5 A Because of the area they want me to clean,  
6 it's a big lunchroom, and when I first got that  
7 contract, I was not aware of that it's going to be part  
8 of strip and wax, the whole entire lunchroom.

9 Q Now, in this case, you understand that you --  
10 you have objected to the settlement in this case,  
11 correct?

12 A Yes.

13 Q How do you believe that this settlement would  
14 have impacted your -- these accounts that you believe  
15 that you lost improperly?

16 MS. LISS-RIORDAN: Objection.

17 BY MS. SIMS:

18 Q You can answer.

19 MS. LORENS: I'm sorry, what's the basis for  
20 the objection?

21 MS. LISS-RIORDAN: I wasn't aware that I have  
22 to state a basis for the objection. I'm just objecting.

23 MS. LORENS: I believe under the code, you  
24 need to state the basis, and I'd like to know the basis  
25 so I would be able to properly analyze whether or not a

1 motion to compel is necessary.

2 MS. LISS-RIORDAN: I didn't instruct him not  
3 to answer. I just stated an objection for the record.

4 Can you repeat the question, please, Nancy.

5 BY MS. SIMS:

6 Q Mr. Singh, how do you believe that this  
7 settlement would have impacted these accounts that you  
8 believe you lost improperly?

9 MS. LISS-RIORDAN: My basis for the objection  
10 is it's a confusing question and it's assuming that his  
11 objection to the settlement is going to somehow directly  
12 impact these particular accounts. But I'm not  
13 instructing him not to answer. He can answer to the  
14 best of his ability.

15 MS. SIMS: Okay.

16 THE WITNESS: Can you repeat that for me.

17 MS. SIMS: Can you read the question back,  
18 please.

19 (The record was read as follows:

20 "Mr. Singh, how do you believe  
21 that this settlement would have  
22 impacted these accounts that you  
23 believe you lost improperly?" )

24 THE WITNESS: I did not lost these accounts  
25 improperly, because what I was told, I did that job. It

1 was the additional job that they wanted that was I'm not  
2 aware of. So that's -- that's why I'm not -- when you  
3 make that statement, as improperly, it wasn't . . .

4 BY MS. SIMS:

5 Q Okay. I think you're misunderstanding, and  
6 let me just clarify.

7 A Okay.

8 Q You believe that you lost these accounts  
9 improperly, they should not have been taken away from  
10 you, right?

11 A Yes.

12 Q And my question to you is -- let me just back  
13 up. Have you read the settlement agreement in this  
14 case?

15 A Which one? The one . . .

16 Q The settlement agreement in the Laguna case  
17 that was signed by all of the parties.

18 A Not in detail, just -- no.

19 Q No, you haven't read it?

20 A No.

21 Q If you haven't read it, do you have any  
22 understanding of the terms of the settlement?

23 A See, when I see a paper, I don't really  
24 understand what they're trying to say. Only thing I  
25 understand is the case going to be settled for some

1       \$400. That was understanding, which I think is not fair  
2 because all the amount -- or the money that I put in.

3           Q     Okay. The fact that the case was settled for  
4 \$400, where did you get that information and  
5 understanding?

6           A     I got that claim form.

7           Q     So aside from the settlement term concerning  
8 the \$400, can you tell me what the other terms of the  
9 settlement are?

10          A     If I'm not wrong, I think the other  
11 understanding is that current franchise owner will  
12 receive some credit.

13          Q     That the current franchise owners will receive  
14 a credit?

15          A     Yeah.

16          Q     A credit for what?

17          A     For business.

18          Q     Any other terms of the settlement agreement  
19 that you're aware of?

20          A     No.

21          Q     Now, based on your understanding of these  
22 settlement terms, do you believe that had the settlement  
23 taken place, that it would have had any impact on those  
24 accounts that you lost?

25                   MS. LISS-RIORDAN: Objection. Again, I think

1 the question is confusing. I'm not instructing him not  
2 to answer. Answer to the best of your ability.

3 THE WITNESS: Can you please repeat that  
4 question.

5 BY MS. SIMS:

6 Q Let me just -- we'll come back to this  
7 question. What are the reasons why you're objecting to  
8 the settlement?

9 A The reason why I'm objecting is that \$400 is  
10 not fair for all these franchisee who put money in it,  
11 and all they're receiving is 400.

12 Q Any other reasons?

13 A No.

14 Q Okay. So, again, can you explain to me in  
15 more detail -- you've indicated now that the \$400 is not  
16 fair. Explain to me why you believe it's not fair.

17 A Because we -- as a franchise owner, we all  
18 paid thousands of dollars to buy this business, and at  
19 the end we're just getting \$400.

20 Q What do you think would be fair?

21 A I don't know what would be fair.

22 Q Aside from the monetary amount, is there  
23 anything else that you would change about the settlement  
24 to make the terms acceptable to you?

25 A Can you please say that --

1 Q Sure. Aside from the \$400 we've already  
2 talked about, is there anything else that you would  
3 change about the settlement terms to make you not object  
4 to the settlement?

5 A Another thing that I would like to see is that  
6 where a franchise owner is, how far the accounts are,  
7 and then if they get to keep their accounts.

8 Q Okay. Can you explain that to me a little bit  
9 further?

10 A Like if I have this office, I should be -- I  
11 should be the direct person to contact the office  
12 manager, whoever's giving me contract. Coverall should  
13 step in if, you know, they need to.

14 Q So you're saying that it would be more fair if  
15 the franchise owners could own the actual accounts  
16 themselves?

17 A Yes.

18 Q Okay. Do you understand that that's already a  
19 term of the settlement?

20 MS. LISS-RIORDAN: Objection.

21 MS. LORENS: And the form of the objection,  
22 please? The basis for the objection.

23 MS. LISS-RIORDAN: Yeah, I think it's  
24 misleading, the question.

25 But go ahead.

1 BY MS. SIMS:

2 Q You can answer.

3 A I'm sorry, which one?

4 MS. SIMS: Can you read it back, please.

5 THE WITNESS: Whenever -- I just need to grab  
6 some water, so after this, we could --

7 MS. SIMS: This is unopened.

8 MS. LISS-RIORDAN: Yeah, I'd like to get a  
9 restroom break when we can.

10 MS. SIMS: Sure.

11 (The record was read as follows:

12 "Do you understand that that's  
13 already a term of the settlement?" )

14 THE WITNESS: Yes, but I don't know how fair  
15 that is right now. I know -- I'm not sure if what's --  
16 like, how it's written, I don't know. I don't know much  
17 about that.

18 BY MS. SIMS:

19 Q I'm sorry. Explain to me why you think that  
20 the term, even though it's already in the settlement  
21 agreement, is unfair.

22 MS. LISS-RIORDAN: Objection; misleading.

23 THE WITNESS: The reason why I'm saying is  
24 because I don't know if -- how they're going to own the  
25 account. There's no explanation on it. Like if it's

1 just like this offices -- if I own this office, I'm the  
2 only one who contact these people or Coverall still  
3 contact them, like, I don't know if those terms are  
4 written somewhere that from now on, you're the only one  
5 can talk to these people or just all we'll be doing is  
6 selling you these accounts. I'm not sure if anything --  
7 what they mean by owning an account.

8 BY MS. SIMS:

9 Q Would you think it would be a fair term to  
10 have the customer accounts in, for instance, your name  
11 if you were the franchise owner and you, therefore, own  
12 the account and any decisions concerning whether you  
13 would remain on the account or no longer service the  
14 account would be between you and the customer alone,  
15 would you believe that to be fair?

16 MS. LISS-RIORDAN: Objection; that's not in  
17 the settlement.

18 BY MS. SIMS:

19 Q Go ahead. You can answer.

20 A Yes.

21 Q Is there anything else about that term that  
22 you believe is unfair as it's currently presented in the  
23 settlement agreement?

24 A I'm not sure how it's presenting, because  
25 I'm -- I haven't seen any details on it, so I really

1 can't answer you, like, if it's fair or not.

2 MS. LISS-RIORDAN: I just want to note for the  
3 record that Coverall counsel and plaintiffs' counsel are  
4 conferring with each other.

5 BY MS. SIMS:

6 Q Mr. Singh, have you ever seen a copy of the  
7 settlement agreement?

8 A It's the one that I got in the mail?

9 Q No, it's not. It is a document that is  
10 approximately 30 pages thick entitled Class Action  
11 Settlement Agreement and Release.

12 A No, I haven't seen it.

13 MS. SIMS: Do you need to go to the bathroom?

14 MS. LISS-RIORDAN: Yes.

15 MS. SIMS: Let's go off the record for five  
16 minutes.

17 (Recess.)

18 (Mr. Cadena exited the proceedings.)

19 BY MS. SIMS:

20 Q Mr. Singh, you understand you're still under  
21 oath?

22 A Yes.

23 Q Let me go back and ask you just a couple of  
24 follow-up questions regarding Ms. Vizcarra.

25 (Mr. Cadena entered the proceedings.)

1 BY MS. SIMS:

2 Q What does Ms. Vizcarra do for employment?

3 A Right now?

4 Q Yes.

5 A She works for McDonald's.

6 Q Has Ms. Vizcarra ever worked for Coverall?

7 A Not that I know of.

8 Q Has Ms. Vizcarra ever worked for -- you had  
9 mentioned before a Jan-Pro.

10 A I'm not sure if she did or not.

11 Q Before working at McDonald's, where did  
12 Ms. Vizcarra work?

13 A I don't know.

14 Q How long have you been dating her?

15 A Three years.

16 Q And how long -- has she been working at  
17 McDonald's the whole time?

18 A No.

19 Q Where was she working before that?

20 A I don't know.

21 Q How long has she been working at McDonald's?

22 A I can't -- I don't remember. I don't know.

23 Q Longer than a year?

24 A I -- I don't know.

25 Q Okay. The friend that you had mentioned that

1 Ms. Vizcarra spoke with who gave her Ms. Liss-Riordan's  
2 contact information, where does he work?

3 A I don't know.

4 Q You had indicated previously, though, that  
5 Ms. Vizcarra was talking to a friend I thought you had  
6 said at work. No?

7 A I'm not sure if they work together, but  
8 they -- I thought they worked together. I'm not sure.  
9 I don't know if -- but that's something to do with  
10 her -- it's her friend. I don't know that person.

11 Q So you think they work together, which means  
12 he also works at McDonald's or worked there a month ago?

13 A I don't want to assume anything, so I don't  
14 know.

15 Q And do you know his name?

16 A I think she did mention to me, but I can't  
17 remember the back of my head.

18 Q And you never asked her anything about this  
19 person who she got the information --

20 A She told me the name, but I don't remember.

21 Q Do you know how it was that the friend came to  
22 know of the lawsuit involving Coverall?

23 A No, I don't know.

24 Q Do you know whether the friend ever worked for  
25 Coverall?

1 A I don't know.

2 Q Do you know whether the friend ever worked for  
3 the company you were referring to as Jan-Pro?

4 A He might. I don't know.

5 Q Did you speak with Ms. Vizcarra after you  
6 spoke with Ms. Liss-Riordan?

7 A Yes.

8 Q And what did you discuss with her?

9 A Nothing that -- I just talked to her. That's  
10 about it.

11 Q Did you talk to her about the call with  
12 Ms. Liss-Riordan?

13 A Just that I did got hold of her.

14 Q You didn't discuss the substance?

15 A She wants to know, but I was busy.

16 Q So in the month that has passed, she hasn't  
17 been able to get the information out of you?

18 A No, she just wanted to know what's going on,  
19 and I just told her there's a court date in San Diego.  
20 That's it.

21 Q At any point, did you discuss the substance of  
22 your communications with Ms. Liss-Riordan with  
23 Ms. Vizcarra?

24 A No.

25 Q Did you ever speak with the friend that

1 Ms. Vizcarra got the information from?

2 A No -- no, I did not.

3 Q Ever have any type of communications with him,  
4 either e-mail or written?

5 A No.

6 Q You hesitated.

7 A I just wanted to make sure that I did not get  
8 anything from him before I answer yes or no, so . . .

9 Q And after thinking about it, the answer is  
10 still no?

11 A Yeah.

12 Q Before we went on break, we were talking about  
13 the basis for your objection to the Coverall settlement,  
14 and specifically we were talking about the monetary term  
15 which you believe is insufficient, but you were unable  
16 to tell me what amount you thought would be sufficient.

17 Let's talk about the second term to this  
18 agreement, which is that Coverall will agree to  
19 repurchase from current and new franchise owners all  
20 accounts that are in good standing both financially and  
21 operationally.

22 What do you think about this term?

23 A See, I -- some of these terms I don't  
24 understand, so I don't know what -- it's good or not.  
25 See, I don't have a background with law, so I don't know

1 if this term is good or not.

2 Q Okay. Well, I don't think you need a  
3 background with law. Let's just talk about the term.

4 MS. LISS-RIORDAN: Objection; he's answered.  
5 You're asking him questions that he believes is beyond  
6 his knowledge.

7 BY MS. SIMS:

8 Q Well, let me ask you, sir, I'm asking you  
9 factually, not legally at all, Coverall has agreed to  
10 repurchase accounts from franchisees. Is there anything  
11 you think is inherently unfair about this term?

12 A I don't know if it's fair or not. They're the  
13 only one, you know -- I don't know if that's fair or  
14 not.

15 Q So you don't know -- so, then, is it safe to  
16 assume you're not specifically objecting to this term of  
17 the settlement?

18 MS. LISS-RIORDAN: Objection; the objection  
19 speaks for itself.

20 MS. SIMS: I don't think that's a term of the  
21 objection.

22 But, okay, go ahead.

23 THE WITNESS: Can you repeat that, please.

24 MS. SIMS: Sure. Can you read it back.

25 (The record was read as follows:

1                    "So, then, is it safe to assume  
2                    you're not specifically objecting to  
3                    this term of the settlement?" )

4                    MS. LISS-RIORDAN: Again, I repeat my  
5                    objection. The legal objection has been filed with the  
6                    Court, noted with the papers. He submitted his  
7                    objection in writing through counsel. There's been an  
8                    extensive hearing about it.

9                    Grilling a layperson who does not have legal  
10                  training about various terms, I think is beyond the  
11                  scope of what he reasonably needs to be expected to be  
12                  able to state.

13                  He stated his objection in general layperson's  
14                  terms to the terms of the settlement. The objection's  
15                  been set forth in a great amount of detail through his  
16                  counsel. The objection -- I'm sorry, the settlement  
17                  papers and notice allowed for an objection to be made  
18                  through counsel, which is what Mr. Singh has done. So I  
19                  really object to a whole line of questioning in which a  
20                  layperson is going to be grilled about various terms  
21                  which he's already said is beyond his ability to  
22                  understand and comment on with respect to their legal  
23                  sufficiency.

24                  MS. SIMS: Counsel --

25                  MS. LISS-RIORDAN: Further -- further -- you

1 wanted me to state the basis for the objection on the  
2 record.

3 MS. SIMS: There's also speaking objections.

4 MS. LORENS: There's no speaking objections.

5 You should say objection; irrelevant. Objection; vague.  
6 Objection; calls -- seeks to invade the attorney-client  
7 privilege.

8 MS. LISS-RIORDAN: Okay. Thank you for your  
9 advice, but you asked before for the basis for my  
10 objection, so that's why I'm further providing it, and I  
11 want this to be noted for the record.

12 And a number of the terms as set forth in the  
13 objection are things that Coverall already does or  
14 already provides, and as set forth in the objection are,  
15 therefore, not providing anything new. Grilling the  
16 objector on his detailed understanding of these legal  
17 points, I think, serves no basis, but you can go ahead  
18 and ask him. Thank you.

19 MS. SIMS: Ms. Liss-Riordan, you know, out of  
20 respect, I allowed you to put that on the record. But,  
21 again, I would like to note -- and I know you're not a  
22 California lawyer -- just to remind you and let you know  
23 if you didn't know this before that there are no  
24 speaking objections in California. And while we're fine  
25 with you having put that one on the record, on a

1 going-forward basis, to the extent that they will  
2 continue and add length to this deposition, we will, if  
3 necessary, seek the costs of that extended length of  
4 deposition and for, you know, the inability, if there is  
5 any, to complete the deposition.

6 MS. LORENS: On behalf of the plaintiffs, we  
7 are not in agreement with speaking objections and feel  
8 that they are an attempt to coach the witness.

9 MS. SIMS: Right.

10 BY MS. SIMS:

11 Q Okay. And I'm sorry, you can repeat the  
12 question -- do you have the question in mind or should  
13 we have it reread to you?

14 A Can you please read it back.

15 (The record was read as follows:

16 "So then is it safe to assume  
17 you're not specifically objecting to  
18 this term of the settlement?" )

19 MS. LISS-RIORDAN: Objection.

20 THE WITNESS: I don't think I'd be able to  
21 answer this question.

22 BY MS. SIMS:

23 Q Okay. Let's go on to the next term, that  
24 current and new franchise owners will be able to stop  
25 servicing a customer for non-payment at any time they

1 see fit. Do you understand that term?

2 MS. LISS-RIORDAN: Objection; it's incomplete.

3 THE WITNESS: Can you repeat that, please.

4 MS. SIMS: Can you read it back.

5 (The record was read as follows:

6 "Let's go on to the next term,  
7 that current and new franchise owners  
8 will be able to stop servicing a  
9 customer for non-payment at any time  
10 they see fit. Do you understand that  
11 term?")

12 THE WITNESS: No, I don't understand.

13 BY MS. SIMS:

14 Q Okay. Well, let me just try to explain it to  
15 you without reading from the legal document. It  
16 basically says that a franchisee, if you have a customer  
17 that stops paying, that you can choose to stop servicing  
18 that account so long as you give notice to Coverall five  
19 days before in writing that you're going to stop because  
20 the customer's not paying.

21 Do you think there's anything unfair about  
22 that term?

23 MS. LISS-RIORDAN: Objection; it's out of  
24 context.

25 THE WITNESS: I'm -- I don't know how to

1 answer this.

2 BY MS. SIMS:

3 Q Do you think that that would be unfair if you  
4 had a customer who wasn't paying, and Coverall said, at  
5 any time you want, you can stop servicing that account,  
6 and there's two conditions, that you write to Coverall  
7 five days before you're going to stop working on the  
8 account and say, hey, I'm going to stop working because  
9 this guy's not paying, and you give Coverall the right  
10 to take over that customer account and find someone else  
11 to service it, would that seem unfair to you?

12 MS. LISS-RIORDAN: Objection; incomplete and  
13 therefore misleading.

14 THE WITNESS: The only reason this would be  
15 unfair, if I lose the account for non-payment, which is  
16 not -- you know, as a franchise, I have no control over.

17 BY MS. SIMS:

18 Q Okay. Can you explain that?

19 A Like if I lose that account just because  
20 somebody didn't pay and it's not getting replaced, then  
21 this is not fair.

22 Q Okay. In this case, you would be choosing  
23 whether or not you wanted to stop servicing the account,  
24 though, so you would have the right to choose.

25 A Yeah, but if the amount that I'm getting paid

1 from that account, that amount's going to get  
2 replacement with another account or am I going to end up  
3 losing the business.

4 Q But that has to deal with a separate issue of  
5 replacement of the account. I'm asking you if -- in the  
6 settlement agreement, this is one of the terms. You  
7 have the right as a franchisee, you get to choose  
8 whether or not you want to stop servicing this account  
9 at any time you want, just as long as you tell Coverall  
10 that you're going to do it and you let Coverall come in  
11 and find someone else, if they want to, to clean that  
12 account.

13 MS. LISS-RIORDAN: Objection; this also  
14 doesn't apply to him.

15 BY MS. SIMS:

16 Q So do you think that would be unfair?

17 A See, I can't answer that because I'm not a  
18 currently franchise owner.

19 Q Okay. Well, when you were a franchise owner?

20 A No.

21 Q Okay. Let's go to the next term. The next  
22 term says that Coverall will offer to replace any  
23 customer account that a franchise owner loses with one  
24 or more customer accounts with equal or greater monthly  
25 dollar value within a reasonable time period after the

1 franchise owner loses the account, not to exceed 120  
2 days, as long as the customer account was lost through  
3 no fault of the franchise owner, including poor service,  
4 failure to serve, obnoxious behavior, theft, dishonesty  
5 or conduct that otherwise reflects materially and  
6 adversely on Coverall; and, two, that the customer  
7 account was lost within the applicable guarantee period  
8 in the JFA.

9                   Do you understand that term or would you like  
10 me to summarize it for you?

11                 A     Could you please summarize.

12                 Q     Basically this term says that Coverall will  
13 replace any account that a franchisee loses -- and this  
14 is what you were talking about before, and that's why I  
15 wanted to make it a separate issue so we could go back  
16 to it. They'll replace any account that a franchisee  
17 loses within a reasonable period of time, so long as it  
18 wasn't the fault of the franchisee and it was within the  
19 guarantee period under the contract that you have with  
20 Coverall.

21                   Do you believe that this term is unfair?

22                   MS. LISS-RIORDAN: Objection; it doesn't tell  
23 the whole story.

24 BY MS. SIMS:

25                 Q     You can answer.

1 A I don't know if it's fair or not.

2 Q Okay. You were saying earlier that you  
3 thought it would be unfair if you lost an account for  
4 non-payment, something that wasn't your fault and that  
5 Coverall -- you know, if they didn't replace it, it  
6 would be unfair to you.

7 Now, in this term, Coverall is saying, we will  
8 replace it if it's not your fault and if it's within the  
9 guarantee period. Does that sound fair to you?

10 MS. LISS-RIORDAN: Objection; incomplete  
11 question.

12 THE WITNESS: I don't know. I can't answer  
13 that one. To me, I don't know if it's fair or not.

14 MS. LISS-RIORDAN: I can explain why I'm  
15 objecting to these as being misleading. But if you'd  
16 rather me not --

17 MS. LORENS: I object to speaking  
18 objections --

19 MS. SIMS: Please --

20 MS. LORENS: -- and coaching on the record.

21 BY MS. SIMS:

22 Q So your response, sir, is that you can't  
23 answer the question?

24 A Yes.

25 Q Because you don't know either way?

1 A Yes.

2 Q The next term -- and I think you touched on  
3 this previously about accounts being close to one  
4 another. The next term says that Coverall will continue  
5 to attempt to offer franchise owners accounts that are  
6 located within a reasonable distance of each other.

7 Do you understand that term?

8 A Yes.

9 Q Okay. Is there anything that you find to be  
10 unfair about that term?

11 MS. LISS-RIORDAN: Objection.

12 THE WITNESS: I don't know if it's fair or  
13 not, because depending upon where franchise live, I  
14 don't know where these accounts going to be, so I can't  
15 speak for that.

16 BY MS. SIMS:

17 Q Okay. Can you explain to me. I'm sorry, I'm  
18 not understanding your response.

19 A What I'm saying is let's say I live in Upland  
20 and this account is in Fontana, so I don't know if this  
21 work for everybody or not, so I can't speak if it's --  
22 if you try to find some -- all the offices that's in  
23 Fontana area will work for that person or not.

24 Q Okay. Well, okay, let's take it back a step,  
25 though. This is about Coverall promising to offer

1 franchisees accounts that are located within a  
2 reasonable distance of one another. So if you had an  
3 account that was located in Upland and then Coverall  
4 offered you an account that was 4 miles away, would you  
5 consider that to be a reasonable distance?

6 A Yes.

7 Q Okay. The fact that Coverall was offering you  
8 the second account 4 miles away, would you think that  
9 that was fair or unfair?

10 MS. LISS-RIORDAN: Objection; misleading, out  
11 of context, confusing to the witness.

12 MS. SIMS: You can answer.

13 THE WITNESS: Yes.

14 BY MS. SIMS:

15 Q Yes, it is fair?

16 A Yeah.

17 MS. LISS-RIORDAN: Okay. I just -- I feel  
18 like if you're going to go down this line of  
19 questioning, asking him point by point whether various  
20 terms are fair doesn't really get us anywhere.

21 The question is whether the settlement adds  
22 any value for class members and goes beyond what  
23 Coverall already does or purports to do or is required  
24 to do.

25 This entire line of questioning is, I think,

1 is improper and irrelevant to the objection, irrelevant  
2 to what Mr. Singh himself should be expected to know or  
3 articulate. The legal basis for the objection speaks  
4 for itself and is pending with the Court.

5 MS. SIMS: Okay. Again, we would like to  
6 remind Ms. Liss-Riordan against making speaking  
7 objections, as they are improper in California. And if  
8 this continues, we will, if necessary, get Magistrate  
9 Judge Walsh on the phone to help us resolve this  
10 dispute.

11 BY MS. SIMS:

12 Q Okay. Mr. Singh, let's go to the next point,  
13 which is that you are a former franchisee, right?

14 A (Indicating.)

15 Q One of the terms offered to former franchisees  
16 is a 507-dollar credit towards the purchase of a new  
17 Coverall franchise. Do you understand that term?

18 A Yes.

19 Q What do you think of this term? Do you  
20 believe that it's fair?

21 A See, I can't speak for everybody, but for me,  
22 I would not put in any money with Coverall.

23 Q But for folks who are interested in another  
24 Coverall franchise, do you think that would be fair?

25 A I can't speak for anybody else, if they would

1 like it or not.

2 Q Would it surprise you to hear that there are  
3 nearly 40 people who are former franchisees that want to  
4 cash in on this coupon and buy a new Coverall franchise?

5 A Yes, because I think -- I don't know if they  
6 understand the whole term that -- how it's going to work  
7 out for them. Probably they just saw that \$750 and  
8 signed on it.

9 Q You're just speculating on that, though. Have  
10 you had any discussions with anybody regarding the  
11 750-dollar coupon?

12 A Yes.

13 Q Who did you speak with?

14 A I spoke with my attorneys.

15 Q Have you spoken with any other franchisees  
16 regarding the coupon?

17 A No.

18 Q Have you spoken with any other franchisees  
19 regarding the settlement?

20 A No.

21 Q So you believe that this 750-dollar coupon is  
22 unfair because you personally are not interested in  
23 buying a Coverall franchise?

24 A Yes.

25 Q But as to the people who are interested in

1 buying a new franchise, you have no idea whether or not  
2 they believe it's fair?

3 A No.

4 Q Okay. I'd like to mark as Exhibit 2 the  
5 Notice of Intention to Appear at Final Fairness Hearing  
6 and Objection to Class Action Settlement filed on behalf  
7 of Mr. Singh in the Southern District Court of  
8 California.

9 (Deposition Exhibit 2 was marked for  
10 identification by the court reporter.)

11 MS. LISS-RIORDAN: Nancy, you've multiple  
12 copies that you've handed to other attorneys in the  
13 room. Do you have a copy for me?

14 MS. SIMS: I actually have one copy that  
15 plaintiffs are sharing and one copy that Mr. Antia has.  
16 I have a copy for you and your client to share.

17 MS. LISS-RIORDAN: Okay. If you have more  
18 copies that you're going to be using throughout the day,  
19 I'd ask at the next break that you make an additional  
20 copy for me so I'm able to review it at the same time  
21 that my client is able to review it.

22 MS. SIMS: That's fine.

23 MS. LORENS: So that Ms. Liss-Riordan doesn't  
24 unduly delay the deposition, I will present my copy of  
25 Exhibit 2 to her.

1 MS. LISS-RIORDAN: Thank you.

2 BY MS. SIMS:

3 Q Mr. Singh, please take a moment to review this  
4 document and let me know when you have finished.

5 A Okay.

6 Q Are you done, Mr. Singh?

7 A Yes.

8 Q I would like to draw your attention to the  
9 third paragraph of page 2.

10 A Want me to get it?

11 Q Yes, please.

12 A Page 3, you said?

13 Q Page 2, please.

14 A Okay.

15 Q And it states, "Objector Singh intends to call  
16 the following witnesses to provide testimony at the  
17 final fairness and approval hearing." No. 1 is you, the  
18 second bullet point is your counsel, the third bullet  
19 point is Steven Cumbow, former chief financial officer  
20 for Coverall North America.

21 Do you know who Mr. Cumbow is, aside from what  
22 it says in this paper?

23 A I'm sorry, have I met him or . . .

24 Q Do you know who he is?

25 A Just a CEO for Coverall.

1 Q Do you know what he is expected to testify to?

2 MS. LISS-RIORDAN: Objection; misstates the  
3 document.

4 THE WITNESS: Just -- yes.

5 BY MS. SIMS:

6 Q What?

7 MS. LISS-RIORDAN: I'm sorry, can you repeat  
8 the question? What is he expected to testify to? He  
9 didn't testify.

10 MS. SIMS: What he is expected to testify to.

11 MS. LISS-RIORDAN: So that's the text.

12 THE WITNESS: I'm sorry, can you repeat that  
13 question one more time.

14 BY MS. SIMS:

15 Q Sure. Can you tell me what Mr. Cumbow is  
16 expected to testify to? He's listed here in your  
17 objection; and it was indicated he was going to appear  
18 at the hearing and provide testimony. Do you know what  
19 testimony he was expected to provide?

20 A No.

21 Q The next bullet point is Mr. Ted Elliott,  
22 former chief executive officer for Coverall North  
23 America. Aside from what you see on the paper here, do  
24 you know who Mr. Elliott is?

25 A No.

1 Q Okay. Do you know what testimony he was  
2 expected to provide?

3 A No.

4 Q The last bullet point says, "Other witnesses,  
5 including other Coverall workers who have performed  
6 cleaning work in California." What other witnesses are  
7 referred to here?

8 A I don't know.

9 Q It says, "including other Coverall workers."  
10 Do you know specifically what Coverall workers you're  
11 referencing there?

12 A No.

13 Q Do you know any other Coverall franchisees?

14 A Not personally. Before when I go pick up a  
15 check, probably just know -- just hi, hello, that's all.

16 Q So you haven't had any communications, then,  
17 presumably with any of them in which they've expressed  
18 that they are not happy with the settlement?

19 A No.

20 Q Is it also safe to assume that you've never  
21 had any communications with either Mr. Cumbow or  
22 Mr. Elliott?

23 A No.

24 MS. LORENS: I'm sorry. I think we have a  
25 double negative there in that response. Can we clarify?

1 MS. SIMS: Sure.

2 BY MS. SIMS:

3 Q Have you ever spoken to either Mr. Elliott or  
4 Mr. Cumbow?

5 A No.

6 Q Have you had any other type of communications  
7 with them, either written or otherwise?

8 A No.

9 Q I'd like you to turn to your declaration. The  
10 first paragraph reads, "My name is Amrit Singh. I  
11 bought a Coverall franchise out of the company  
12 San Bernardino office around 2005 or 2006 and worked for  
13 Coverall performing janitorial cleaning work until 2007  
14 or 2008."

15 Does that refresh your recollection as to the  
16 time frame that you were a Coverall franchisee?

17 A I'm not sure, but, yeah, somewhat close to.

18 Q Prior to signing this declaration, did you do  
19 anything to confirm those are the correct dates?

20 A I did try to look the paperwork, but I  
21 couldn't find it.

22 Q So the dates in here are also an estimation?

23 A Yes.

24 Q Okay. I just noted that they were different  
25 from the estimate we got today, so I just wanted to see

1 if it helped you remember.

2                 The next sentence says, "I paid for the  
3 franchise with an upfront down payment of approximately  
4 \$5,000 and financed the rest through payments that came  
5 out of my monthly pay. Coverall took many other  
6 deductions from my pay as well."

7                 What deductions are you referencing there?

8         A     I think there were insurance deductions,  
9 loyalty and management fee. That's what I think. I'm  
10 not sure. That's what I remember.

11         Q     Paragraph 2 says, "I understand I am a class  
12 member in the case listed above. I object to the  
13 settlement, as it does not provide nearly enough relief  
14 for individuals who have performed cleaning work for  
15 Coverall in California."

16                 When you say, "not nearly enough relief," are  
17 you referring to the \$400?

18         A     Yes.

19         Q     Anything else that you're referring to there?

20         A     You know, what, I don't know. I'm just  
21 referring as just, like, whatever settlement are getting  
22 offered, it's not fair. It's not just the money.  
23 There's other things like accounts, like who gonna own  
24 the account if you lose it. There's more detail to it  
25 which I don't remember right now.

1 Q Okay. Well, we talked a little bit earlier,  
2 you know, right before the break and right after the  
3 break about the various terms. Is there anything that  
4 you would add to those terms that would, in your mind,  
5 make the settlement more acceptable to you?

6 A I can't think of anything right now.

7 Q Mr. Singh, did you receive a copy of the class  
8 notice that was sent to you in connection with this  
9 case?

10 A I can't remember.

11 Q I'd like to mark as Exhibit 3 a document  
12 entitled Legal Notice, which is the class notice.

13 (Deposition Exhibit 3 was marked for  
14 identification by the court reporter.)

15 BY MS. SIMS:

16 Q Mr. Singh, please take a moment to look at  
17 this document. You don't have to read it in full  
18 detail, but let me know if you recognize it as something  
19 you have seen before.

20 A Yes.

21 Q When did you receive the notice?

22 A I'd say about five, six months ago. I'm --  
23 roughly, or maybe sooner. I can't remember.

24 Q But it was before you contacted  
25 Ms. Liss-Riordan, correct?

1 A Yes.

2 Q If I told you it was about the end of  
3 September, would that sound -- that that could be the  
4 possible timing of when you received this?

5 A Could be. I don't remember the dates.

6 Q Did you review it upon receiving it?

7 A No.

8 Q When did you review it?

9 A I actually just looked at it, and so much to  
10 read and so much information, I didn't go through, like,  
11 every single page on it.

12 Q Did you read any portion of it?

13 A I guess I just read the first one where it  
14 says about the settlement, you don't have to do nothing,  
15 and 475 benefits included and the credit purchase off a  
16 new Coverall franchise, the \$750.

17 Q So you were aware of the settlement prior to  
18 that communication that you had with Ms. Vizcarra?

19 A Yes.

20 Q Was this the first time that you learned of  
21 the settlement is when you received this notice?

22 A When I read this notice, there was something  
23 about this, and there was something else that was  
24 saying, like, contact the Court and you might receive  
25 another 15,000. I'm not sure if I read correctly, but

1 it was something in this where it's saying there's  
2 like -- like there's going to be another court hearing  
3 again and certain people -- or somebody's going to  
4 receive 15,000. I'm not sure if I read it somewhere in  
5 here or . . .

6 But there was something else in this which --  
7 so what I thought is I might receive more than this.

8 Q Okay.

9 A And then this paper was sitting -- I have --  
10 somewhere in my closet.

11 Q Let me just back up. I want to get the  
12 chronology right. So this arrives to you in the mail,  
13 right?

14 A Yes.

15 Q And you received it. Did you look at it right  
16 away?

17 A Probably the next day, because I came home  
18 late that day.

19 Q Okay. And the next day, you looked at it and  
20 you read portions of it, correct?

21 A (Indicating.)

22 Q But not the entire thing?

23 A No.

24 Q Yes, it's correct that you did not read the  
25 entire thing?

1 A Yes.

2 Q Okay. Thank you. I just want to make sure we  
3 have a clear record.

4 A Yes.

5 Q At this time, did you formulate an opinion of  
6 any sort concerning the settlement?

7 A Yes. But what my understanding reading what I  
8 read was there's going to be another court date. And  
9 then what I -- my understanding was maybe like another  
10 court date and I guess there was a phone line to contact  
11 or -- I'm not sure, but there was some other court date  
12 that's -- I thought I would -- I would receive 15,000.

13 Q Did you speak with anyone concerning this  
14 notice that you received in the mail, Ms. Vizcarra,  
15 anyone else?

16 A No.

17 Q Of what you did read in the notice, did you  
18 understand it?

19 A No.

20 Q Did you understand at least some portion of  
21 the notice?

22 A Yes.

23 Q Okay. Let's go through this, and I'd like you  
24 to tell me what you did read. You said you read the  
25 first page, correct?

1           A     Yeah. Do nothing and then -- you know, that  
2 part, and then I was just going through and I'm not sure  
3 where it does say somewhere here there's going to be  
4 another court date. And then they will decide there  
5 who's going to receive that \$15,000.

6           Q     So can you tell me what -- so those were the  
7 three portions that you read?

8           A     Yeah, yeah.

9           Q     And so you did understand the fact that there  
10 had been a settlement?

11          A     Yes.

12          Q     And prior to receiving this, you were aware  
13 there was a lawsuit pending against Coverall, correct?

14          A     Yes.

15          Q     As you were reading this, was there any  
16 portion of it that you did not understand, or did you  
17 just decide -- this is really for my own edification.  
18 What I want to know is did you not read this because it  
19 looked like it was just too much to read or did you not  
20 read this because you thought, oh, I'm trying to read  
21 it, but I don't understand it?

22          A     I did start to read, but then I really didn't  
23 understand and then I just start going through the pages  
24 and see if something -- yeah, it's too many pages for me  
25 to really go through.

1 Q Did you make any efforts to contact anybody to  
2 help you understand this document?

3 A No.

4 Q Did you see that there is a paragraph in here  
5 that provides you with the phone number for the  
6 plaintiffs' counsel sitting to my left that you can  
7 contact to ask them any questions about the settlement?

8 A No, I didn't.

9 Q Look at the last page, Paragraph 17, there's  
10 a -- the last subheader. It says, "How do I get more  
11 information?" Do you understand that sentence?

12 A Yes.

13 Q Do you see in the first paragraph there that  
14 it provides the phone number for the class counsel as  
15 well as their e-mail addresses?

16 A I did not go through the whole thing, yes, but  
17 I can see there is a number there.

18 Q Okay. So the fact that you didn't call them  
19 or didn't see this was the fact that you chose not to go  
20 through the document rather than not being able to  
21 understand that their number was listed?

22 A No, because when you start reading it there's,  
23 you know, so many case numbers. There's so much  
24 information that, for me, it's -- I won't understand.  
25 So that's why I didn't even bother to go through the

1 whole thing.

2 Q Did you understand that if you objected to the  
3 settlement that you have an obligation to appear for  
4 deposition?

5 A I was not aware.

6 Q Did you understand that you had the right to  
7 opt out of the settlement and sue Coverall individually?

8 A Can you repeat that, please.

9 Q Sure. Did you understand that you have the  
10 right to opt out of the settlement and exclude yourself  
11 from the settlement so you're not a part of the class  
12 and then you can sue Coverall directly?

13 A -- no, I didn't. I didn't know that.

14 Q Since the time that you received this notice  
15 and went through it, have you gone back and read it  
16 again?

17 A No.

18 Q You submitted a claim form in response to this  
19 notice, correct?

20 A Yes.

21 Q Okay. I'd like to mark as Exhibit 4 the claim  
22 form submitted by Mr. Singh.

23 (Deposition Exhibit 4 was marked for  
24 identification by the court reporter.)

25 //

1 BY MS. SIMS:

2 Q Please take a moment to review this document.

3 A Yes.

4 Q Are you done?

5 A Yes.

6 Q On page 2, is that your signature?

7 A Yes.

8 Q By submitting this claim form, you expected to  
9 receive compensation as part of the settlement, right?

10 A Yes.

11 Q And you understood enough of the notice to  
12 know that you had to send this claim form back, right?

13 A Right.

14 Q Why did you submit the claim form if you  
15 didn't think that the compensation being offered under  
16 the settlement was sufficient?

17 A 'Cause what my understanding reading this  
18 notice was is there's going to be additional money I  
19 will receive. My understanding was this plus 15,000.

20 Q Okay. Can you tell me -- and we started to  
21 talk earlier about what you reviewed in the notice. Can  
22 you flip through it now and tell me what portion you  
23 were referring to that led you to believe that you were  
24 going to get more money?

25 A I guess No. 10.

1 Q Concerning will the named plaintiffs receive  
2 compensation for their efforts to bring this action?

3 A Yes.

4 Q Let's take a look at the claim form that's  
5 Exhibit 4. About two-thirds of the way down in all caps  
6 and underlined, it says, "Completing and submitting this  
7 form will make you eligible to receive a claims payment  
8 of \$475 that will be sent directly to you. You may also  
9 claim a 750-dollar credit towards the purchase of a new  
10 Coverall franchise."

11 Did you understand that when you read it?

12 A Again, when I read this notice, my  
13 understanding was is this is a claim form and then  
14 there's additional money will be received. That was my  
15 understanding.

16 Q And you're basing that off of Paragraph 10 of  
17 the notice?

18 A Yes.

19 Q On anything else?

20 A No.

21 Q Okay. When did you send this claim form in --  
22 when did you complete the claim form with respect to  
23 when you got the notice? So, in other words, let me  
24 rephrase the question. When you got this notice, did  
25 you send the claim form that same day?

1 A No.

2 Q Okay. How long did you wait?

3 A I don't remember how long. Probably 10, 15  
4 days.

5 Q Okay. And you filed your objection in this  
6 case, the other document that we showed you earlier, on  
7 October 26. Your claim form here is October 12th. So  
8 there was about 12 days that passed.

9 Now, what happened in those 12 days that made  
10 you change your mind in going from submitting a claim  
11 form to filing an objection?

12 A When I talked to Diana, she's the one --  
13 because my understanding was I will receive 15, and then  
14 she said -- she explained, not in detail, said this is  
15 going on, you need to contact somebody, people are only  
16 going to receive \$400.

17 Q Did Diane know you had submitted a claim form?

18 A No.

19 Q And how did Diane know -- if you know, did she  
20 tell you why she came to you with this information?

21 A Because she knew there's a lawsuit going on  
22 with the Coverall.

23 Q Had you and Diane ever discussed the Coverall  
24 lawsuit?

25 A Like, she knows there's going on, but I don't

1 know if we went into any details what's going on.

2 Because I didn't know. All I know is I filled out some  
3 paperwork and I sent it.

4 Q And, if you know, how did Diane know about the  
5 Coverall lawsuit?

6 A 'Cause I guess probably in a conversation, I  
7 probably mentioned it to her, hey, there's a lawsuit  
8 going on with the Coverall.

9 Q What is your understanding of what  
10 compensation you will receive, if any, in connection  
11 with your objection to the settlement?

12 A Can you repeat that, please.

13 Q Sure. What do you understand that you're  
14 going to get in terms of compensation for filing an  
15 objection to the settlement?

16 A I don't know.

17 Q What do you expect will happen in this lawsuit  
18 as a result of your objection?

19 A My understanding was is if -- my objection  
20 will be just -- can you explain that one more time,  
21 like . . .

22 Q Sure. You objected in this lawsuit, correct?

23 A Right.

24 Q Or to the settlement. What do you expect will  
25 happen as a result of the fact that you objected?

1           A     Well, my understanding was with this  
2     objection, a judge will look at it and evaluate it and  
3     see what else need to be -- get done. To me, this is  
4     not fair for all those franchise people who paid so much  
5     amount and just receiving \$400 out of it.

6           Q     What do you hope will happen as a result of  
7     your objection?

8           A     I would hope for good maybe they -- the terms  
9     will be changed and people will receive at least what  
10    they paid for it.

11          Q     So it is your position that you should get  
12    back everything that you paid for your Coverall  
13    franchise?

14          A     Yes.

15          Q     And you indicated that before -- how much did  
16    you pay?

17          A     5000 was down and then there was a monthly  
18    payment.

19          Q     Do you know what the total amount was that you  
20    paid?

21          A     I can't remember.

22          Q     Your initial franchise fee, according to your  
23    agreement with Coverall, was \$19,200. Does that sound  
24    familiar?

25          A     It's been a while. Maybe. I don't remember.

1 Q I'd like to mark as Exhibit 5 the cover page  
2 to the janitorial franchise agreement between Mr. Singh  
3 and Coverall.

4 (Deposition Exhibit 5 was marked for  
5 identification by the court reporter.)

6 BY MS. SIMS:

7 Q Mr. Singh, do you recognize that as your  
8 signature at the bottom of the page?

9 A Yes.

10 Q And if you look at the top right about a  
11 quarter of the way down, it says, "Initial franchise fee  
12 \$19,200." Does that refresh your recollection as to the  
13 amount that you paid for your franchise?

14 A Yes.

15 Q So it is your position that in order to make  
16 this settlement fair, you should be receiving back  
17 \$19,200?

18 MS. LISS-RIORDAN: Objection.

19 THE WITNESS: I'm not sure if that's fair or  
20 not.

21 BY MS. SIMS:

22 Q You said earlier, though, that you thought  
23 that to be fair, the franchisees need to get back what  
24 they paid, and that's the amount that you paid, correct?

25 A Right.

1 MS. LISS-RIORDAN: Objection; misstates his  
2 testimony.

3 BY MS. SIMS:

4 Q During the three years that you were a  
5 Coverall franchisee, you made money as a result of your  
6 work as a franchisee, correct?

7 A Yes.

8 MS. SIMS: Let's go off the record.

9 (Recess.)

10 BY MS. SIMS:

11 Q Mr. Singh, you understand you're still under  
12 oath?

13 A Yes.

14 Q Okay. Mr. Singh, I just have a couple more  
15 questions for you. I want to know in what way you  
16 believe, if any, that Coverall has wronged you.

17 A It's just all these accounts are, you know,  
18 taken away, and I guess those accounts were resold to  
19 other franchises, and that's not fair. Sometime when I  
20 first started was told if you don't want to do a  
21 service, just give us a call, we'll have somebody else  
22 go there, do it for you. And that never got done. This  
23 is your office. Whenever you have meetings with your  
24 clients, come in here. None of that was done.

25 All this money that I spent, and I didn't even

1 get nothing back out of it.

2 Q Okay. Well, let's talk about the couple of  
3 issues that you've raised. You said there were accounts  
4 that were taken away and accounts that were resold.

5 Now, earlier today we were talking about  
6 accounts that you had lost. The couple that you had  
7 mentioned to us today were situations where the customer  
8 was unhappy for one reason or another. One was due to  
9 an alarm and one was due to a service issue, correct?

10 A Not the service issue. It was too much  
11 expectation in what they were paying. Strip and job --  
12 job is at least 3- to \$5,000.

13 Q Right. So the Coverall -- the customer  
14 thought that there was a service that should have been  
15 provided that was not, and they were unhappy as a  
16 result?

17 A Yes.

18 Q Now, you mentioned that accounts were resold.  
19 Did you have any accounts of yours that you believe  
20 were, quote, taken away and resold?

21 A Because there's a log that stays in the front  
22 desk of our office, and you could see in those logs how  
23 many owners are coming in and out of these accounts.

24 Q Okay.

25 A So that's how I know is, like, probably my

1 account was one of the same issues, like, being sold to  
2 somebody.

3 Q So you --

4 A But I personally didn't went back and check if  
5 those accounts were sold or not.

6 Q So you have no personal knowledge. You're  
7 just guessing that you think that's what happened?

8 A The only reason I know about a couple of the  
9 accounts is because when you talk to -- when I go pick  
10 up my check, just random, oh, hi, I'm cleaning this  
11 account now. I did not have a conversation with the guy  
12 was just talking about, that account. They were just  
13 talking, hey, we have the Leslie Pool.

14 Like, I did not talk to that personal -- like,  
15 if you -- let's say two people have a conversation. I  
16 just overheard.

17 Q So do you believe that Coverall had any role  
18 in you losing these accounts?

19 A Yes.

20 Q Okay. What role? Tell me why.

21 A Because if -- when they're giving an  
22 estimate -- when I was -- I will go into an account and  
23 they would explain to me, okay, this is what needs to be  
24 done, and what the office want is totally different  
25 expectations from them. Like for that strip and wax

1 job, there's no way somebody could do strip and wax job  
2 for \$300. First, I believe it's 18 -- if I'm not  
3 wrong -- it's a big office. I'm not sure -- I'm not  
4 sure exactly how much footage was it.

5 Q You have the right, though, before you accept  
6 an account to do a walk-through of the account and look  
7 at it and consider whether you want to take it, correct?

8 A Yes. But --

9 Q So Coverall --

10 I'm sorry. Go ahead.

11 A I'm sorry. Go ahead.

12 Q So Coverall --

13 MS. LISS-RIORDAN: Well, no. He was starting  
14 to say something.

15 MS. SIMS: Well, he just told me to go ahead.

16 BY MS. SIMS

17 Q Sir, have you completed your answer or would  
18 you like to say something else?

19 A Only thing I'm saying is, like, you know how  
20 when you -- they do show you the account, but then  
21 there's a time limit, you know, you already pay your  
22 franchise and you want to hurry up and get that account.  
23 You don't want to be keep waiting, because sometime  
24 it -- you know, it took like two months to get an  
25 account.

1 Q Okay. Did you ever have an account where you  
2 felt that the monetary amount did not -- was not  
3 sufficient for the amount of work?

4 A See, what I was trying to say is, like, when  
5 you see an office and when a sales rep go with you or  
6 the area guy go with you, he's just telling you this is  
7 what needs to be done, and he's just telling you --  
8 because I don't have a cleaning background where I could  
9 tell him, no, it's going to take this long. So  
10 sometimes you don't even know if it's -- the amount  
11 you're getting is right or wrong.

12 Q Okay. Well, let me ask you this: Then, if  
13 you had a direct relationship with the client -- and you  
14 mentioned this before, that you didn't talk to the  
15 customers, for instance, Leslie Pool. If you had a  
16 direct relationship with the customer and you were able  
17 to talk all these issues through with them, and if there  
18 were service issues they could talk directly with you,  
19 and whether or not you stay on the account or whether or  
20 not you stop servicing the account was between you and  
21 the customer, do you think that would be fair?

22 A Yes.

23 Q So if the settlement included a term like  
24 that, you would say that the settlement -- that term  
25 would be fair?

1 MS. LISS-RIORDAN: I'm sorry, could you  
2 restate that question.

3 MS. SIMS: Could you read it back, please.

4 (The record was read as follows:

5 "So the settlement included a  
6 term like that, you would say that  
7 the settlement -- that term would be  
8 fair?")

9 MS. LISS-RIORDAN: Objection; misstates the  
10 settlement.

11 THE WITNESS: I don't know if it's fair or  
12 not.

13 BY MS. SIMS:

14 Q You mentioned there were a couple of things --  
15 additional things you thought -- ways in which you  
16 thought Coverall wronged you. One being that you were  
17 told you could use the office spaces to meet with your  
18 customers, and that didn't happen?

19 A (Indicating.)

20 Q Did you ever attempt to use the office space  
21 at Coverall to meet with your customers?

22 A I never have any, like, my customers that I  
23 could have, hey, let's have a conference over there what  
24 the issues were, because it was all controlled by  
25 Coverall.

1 Q Did you ever attempt to have any  
2 communications with --

3 A I did try --

4 Q -- the customers?

5 A -- with Eagle Global.

6 Q Okay. Tell me what happened there.

7 A Well, it was too far for him to go over there.

8 Q So the customer didn't want to go to  
9 Coverall's office because it was too far?

10 A Yeah, yeah.

11 Q But Coverall never told you that you couldn't  
12 use their facility?

13 A Well, if you called them, usually there's a  
14 receptionist that answer, and there's people going in  
15 and out. Let's say if I know somebody there, a person's  
16 already gone. So there's always -- there's the managers  
17 over there or the service guy that who show you account  
18 and you try to get hold of him. Good luck with that.

19 Q Okay. I don't think that answers my question,  
20 though. My question was: Did you ever attempt to use  
21 the office space at Coverall?

22 A Yes.

23 Q And were you denied that right?

24 A It's not that I denied, but I couldn't get  
25 hold of anybody there to take the customer there. It's

1 a certain time that customer could go.

2 Q Okay. Who did you try to call?

3 A I think it was -- I forgot his name. He was  
4 my -- the guy who show you your accounts. I don't know  
5 if it's area manager or supervisor, whatever they call  
6 them.

7 Q And you attempted to contact him by phone?

8 A Phone.

9 Q And he didn't return your call, or what  
10 happened?

11 A He didn't return my call.

12 Q Did you ever attempt to call, you mentioned  
13 before, the main number and talk to the receptionist?  
14 Did you do that?

15 A He always tells you, hey, he's not in the  
16 office, leave a voice mail.

17 Q Did you ask her about using office space?

18 A No, because -- but she told me she's new, she  
19 don't know.

20 Q So aside from Eagle Global, who were the other  
21 customers that you tried to bring into the Coverall  
22 offices for meetings, or was that the only one?

23 A That's the only -- the guy that I really could  
24 really talk to. Other than that, you usually don't see  
25 because you clean offices at night.

1 Q Okay. And Eagle Global said it was too far,  
2 the Coverall offices?

3 A Well, first it was a date issue and then when  
4 we tried to, then I couldn't get hold of them and then  
5 he said, you know what, it's too far.

6 Q The second issue that you mentioned was that  
7 if there were special services that you didn't want to  
8 do, Coverall said that they could bring someone else in  
9 to do it?

10 A No. What they were saying is, let's say, you  
11 have something planned for Tuesday night. You just let  
12 us know ahead and we'll see if somebody else could go  
13 clean the office for you.

14 Q So if you weren't able to service an account  
15 that week, they indicated they would get someone to  
16 replace you --

17 A Yes.

18 Q -- for that time?

19 Okay. Did you ever attempt to use this  
20 service?

21 A Yes.

22 Q Okay. How many times?

23 A Two times.

24 Q What account?

25 A I think all those accounts. Like whatever

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1 account I would clean -- clean those nights, like  
2 Tuesday night, let's say.

3 Q Okay. And so tell me what happened when you  
4 tried to get help.

5 A Again, can't even get hold of anybody there.  
6 Left the voice mails.

7 Q And this happened on two occasions?

8 A Yes, one occasion I did got hold of them and  
9 they said they can't find nobody.

10 Q And how far ahead did you call them?

11 A Again, I think it was a Tuesday night and I  
12 called them about Wednesday, the week before.

13 Q Okay. I have no further questions. I'm going  
14 to hand it over to plaintiffs' counsel.

15 EXAMINATION

16 BY MS. LORENS:

17 Q Hi. I'm Tracee Lorens.

18 A Hi.

19 Q I'm one of the attorneys for the punitive  
20 class, which is a legal term, but it means the franchise  
21 owners in California who bought franchises from Coverall  
22 during a certain time period.

23 A Okay.

24 Q Nice to meet you.

25 A Nice to meet you.

1 Q I'm not going to go back through what's called  
2 the admonitions about you're under penalty of perjury  
3 and all of that, because you understand you're still  
4 under penalty of perjury, correct?

5 A Yes.

6 Q Okay. When you started testifying today, I  
7 think Ms. Sims had asked you whether you'd ever been  
8 involved in another lawsuit, and you talked a little bit  
9 about an overdrafting case that had something to do with  
10 Bank of America. Do you remember that?

11 A Yes.

12 Q Okay. And I believe you said that you  
13 received a claim form in that case and sent it in to  
14 submit your -- to accept your settlement money; is that  
15 correct?

16 A Right.

17 Q Okay. How much did they pay you for your  
18 claim in that case, if you recall?

19 A I can't recall.

20 Q Okay. Can you give me an estimate, like do  
21 you remember if it was more than a thousand dollars or  
22 more than \$10,000? Can you give me a range?

23 A Oh, it was probably 30, 40 bucks.

24 Q 30 or \$40. Okay. Thank you. And can you  
25 tell me why in that case you felt 30 or \$40 was fair,

1 but in this case you're objecting to the settlement?

2 A Because I usually don't get an overdrafting in  
3 my account, and so that's why I thought it was fair for  
4 me to receive 30-, \$40,000. Where on this case is I  
5 paid a lot of money and all I'm receiving is \$400.

6 Q Okay. And I think you misspoke. In B of A,  
7 just now you said 30-, \$40,000 --

8 A No. 30, \$40.

9 Q Got it. Got it. Let me explore that a little  
10 bit with you. I can tell that you got the notice of the  
11 settlement in this case and your claim form, and that  
12 you filled out your claim form sometime around  
13 October 12th, 2011. Signed it October 12th, 2011 and  
14 sent it back in; is that correct?

15 A Yes.

16 Q Okay. And then I can tell that on  
17 October 24th, so about 12 days later, you sent in an  
18 objection to the settlement; is that correct?

19 A Yes.

20 Q Okay. And earlier -- and I don't have a copy  
21 of the exhibit, so I don't know the exhibit number, but  
22 Ms. Sims gave you a copy of your declaration where you  
23 objected to the settlement, and you probably still have  
24 a copy of it in front of you. It looks like this  
25 (indicating).

1 A Yes.

2 MS. SIMS: Exhibit 2.

3 MS. LORENS: Exhibit 2, for the record.

4 Q Can you tell me what happened between  
5 October 12th when you sent in your claim form and seemed  
6 satisfied with the settlement and October 24th when you  
7 sent in your objection?

8 MS. LISS-RIORDAN: Objection; asked and  
9 answered.

10 THE WITNESS: When I filled out that form, my  
11 understanding was there's a pending still under review  
12 and the people will receive \$15,000 in addition to that  
13 \$400. That was my understanding.

14 BY MS. LORENS:

15 Q And who told you that?

16 A Nothing. By reading it, this one, right here,  
17 legal notice.

18 Q Okay. So you thought you were going to get  
19 15,000 plus \$475, plus if you had wanted to, the  
20 750-dollar credit, but you didn't make any claim towards  
21 the credit; is that correct?

22 A Yes.

23 Q Okay. When did you find out that you would  
24 not receive \$15,000, that you would receive 475?

25 A When I contacted my attorney.

1 Q When you contacted who?

2 A (No response.)

3 Q According to the records we have, you have  
4 three attorneys. So when you say, "my attorney," which  
5 one of the three attorneys are you referring to?

6 A Shannon.

7 Q And what are the names of your other two  
8 attorneys?

9 A I don't know who -- I think Hillary.

10 Q Okay. And how many times -- so the first time  
11 you found out about the 15,000 not being something that  
12 you might get, I think you testified earlier you weren't  
13 sure, but you thought it might be partially for you.  
14 But the first time you found out that this wasn't  
15 something that was for you was when you first talked to  
16 Shannon?

17 A Right.

18 Q And was that on the same day that you signed  
19 this declaration objecting to the settlement  
20 (indicating)?

21 A I don't remember if it was the same day or  
22 not. But I did talk to her, like, probably like two  
23 times before I signed that.

24 Q Okay. Can you remember when -- you don't have  
25 to remember the exact date. Was it the day before, two

1 days before, earlier the day you signed, do you recall?

2 A If I'm not mistaken, probably a day or two  
3 days before that.

4 Q A day or two days before --

5 A Yeah.

6 Q -- you signed this?

7 A But, I mean, I'm not sure exactly what date  
8 and . . .

9 Q Okay. I believe that October 24th was a  
10 Monday. I'm sure someone in this room with all of the  
11 smartphones can double-check me on that. But I believe  
12 it was a Monday.

13 Do you recall whether or not you spoke to  
14 Shannon on Monday, the 24th, when this was -- when you  
15 signed this or whether it might have been over the  
16 weekend?

17 A It wasn't the weekend, maybe Thursday or  
18 Friday.

19 Q The week before?

20 A Yeah.

21 Q Okay. So to reconstruct this, on the 12th you  
22 sent in a claim form because you want to claim your  
23 settlement, and then about the Thursday or Friday before  
24 you object to the settlement, which is the 24th, you  
25 talked to Shannon for the first time?

1 A (Indicating.)

2 Q Correct?

3 A The 24th?

4 Q No, the Thursday or Friday before, I believe  
5 you said.

6 A Yes.

7 Q Okay. And how long did that conversation  
8 last?

9 A Probably 15, 20 minutes at most.

10 Q And did Shannon call you on this Thursday or  
11 Friday? And I now do have a calendar. October 24th was  
12 a Monday. We've got that right. And the Thursday  
13 before was the 20th and the Friday before was the 21st.

14 So the question was --

15 A No, I called her.

16 Q You called Shannon, it sounds like, on  
17 probably the 20th or 21st?

18 A Yes.

19 Q Okay. How did you get her name and phone  
20 number?

21 MS. LISS-RIORDAN: Objection; this has all  
22 been asked before.

23 THE WITNESS: I got it through Diana, my  
24 girlfriend.

25 //

1 BY MS. LORENS:

2 Q Your girlfriend. And can you tell me about  
3 when Diana gave you Shannon's phone number?

4 A It could be Thursday or Wednesday, but I'm not  
5 sure exactly what day, but she gave me a number one of  
6 those days.

7 Q Okay. And what did Diana tell you when she  
8 gave you Shannon's phone number?

9 A That get on the phone and call her right now.

10 Q Okay. Did she tell you why to get on the  
11 phone and call her?

12 A She just told me is, like, just say, hey,  
13 contact somebody because I heard that it's just so much  
14 amount they're giving everybody and then only few people  
15 are receiving 15,000. Not everybody.

16 Q Okay. So Diana says --

17 A She actually didn't explain exactly. She  
18 said, hey, contact her and then she will explain to you  
19 or you will have better understanding of what's going  
20 on.

21 Q Okay. So Diana says to you maybe on Wednesday  
22 the 19th, approximately, you should contact Shannon  
23 right away because I heard about this and it isn't  
24 enough money, more or less?

25 A Yeah.

1 Q Correct me if I got it wrong.

2 A I'm not sure if she said about the money, but  
3 she said, hey, there's a lawsuit's going on,  
4 settlement's going. Hey, here's the number. Call her.

5 Q Okay. And so when Diana tells you you should  
6 call Shannon because there's this lawsuit going on, have  
7 you at this point put two and two together and  
8 understood it's the same lawsuit where you've already  
9 submitted your settlement claim form or are you not sure  
10 it's even the same lawsuit?

11 A Actually, I thought it's maybe something  
12 different.

13 Q Okay. And how does Diana know Shannon?

14 A She knows through that guy she know, maybe  
15 worked with her or somebody.

16 Q Let me run a name by you. I don't know if  
17 this is the guy, but you keep telling me about this guy  
18 and that you didn't know his name. Could it be Phillip  
19 "Beats" (phonetic)? And I may not be pronouncing the  
20 last name appropriately.

21 MS. SIMS: "Bites" (phonetic).

22 BY MS. LORENS:

23 Q "Bites," Phillip "Bites."

24 A No, his name's -- no, that doesn't sound  
25 right. His name is like a common name.

1 Q Like a John Smith?

2 A Yeah, or like Tom.

3 Q Do you think it maybe starts with Tom?

4 A I --

5 Q Not sure?

6 A You know, at my work I go through so many  
7 names a day that names and dates are too much for me to  
8 remember, but it's a common name. It's not no Amrit  
9 Singh or -- like, you will hear that name pretty much  
10 every day. A common name.

11 Q Singh's a really common name, too, in India,  
12 isn't it?

13 A Yes.

14 Q I've had clients before who were farm workers,  
15 and they tell me Singh's a very common name in India.

16 A Yes.

17 Q Is this person with the common name, would  
18 that be like a common name in the United States?

19 A Yes, yes.

20 Q So my example was sort of a fair example, but  
21 you can't remember the name?

22 A Yes.

23 Q Okay. Was the person Caucasian or were they  
24 of another ethnicity?

25 A I never met that person, so I don't know.

1 Q You don't know?

2 A It's just she told me, hey, I have a friend  
3 that told me about it. That there's some going on --  
4 something with Coverall.

5 Q Do you know how Diana's friend knows Shannon?

6 A She probably explain to me, but I -- I don't  
7 remember.

8 Q Could it be that Shannon represents Diana's  
9 friend in this case against Jan-Pro that you mentioned  
10 earlier?

11 A Could be, I'm not sure.

12 Q Not really sure. Okay. So if I understand  
13 correctly, you submit your claim on the 12th and you  
14 want to get your settlement money if the case is  
15 approved by the judge. And then around the 19th, Diana  
16 says you should call Shannon, but you're not really sure  
17 if it's about this case. You just know that you're  
18 supposed to call Shannon.

19 A Yes.

20 Q Okay. And that's when, after you talked to  
21 Shannon, that you first decide that you want to object  
22 because you find out that this 15,000 isn't for you?

23 A Yes.

24 Q Okay. And until you talked to Shannon, you  
25 didn't have any objection to the settlement?

1           A     The reason why I didn't have any objection,  
2 because I didn't know if I'm going to receive that money  
3 or not. But my understanding is was, like, you're going  
4 to receive this. You have nothing to do -- do nothing,  
5 sorry, then you receive the 15,000.

6           Q     Understood. I just want to figure out what  
7 happened between when you filed your claim form and when  
8 you filed your objection. So it sounds like what  
9 happened was around the Wednesday, Diana says you ought  
10 to call Shannon because Diana talked to someone with a  
11 common American name and they were instructing you to  
12 get a hold of Shannon?

13          A     Well, they didn't instruct her. She told me.  
14 I don't know if they -- what those two had the  
15 conversation, but Diane told me, hey, you should  
16 contact, you know, Shannon.

17          Q     Understood. I apologize.

18          A     No, no, that's fine.

19          Q     Okay. Now, did Shannon pay your travel  
20 expenses to come down to that hearing in San Diego on  
21 the 21st?

22          A     No.

23          Q     Okay. So you paid your own gas?

24          A     Yes.

25          Q     Okay. And what about the time off that you

1 would have taken off work?

2 A No, she didn't pay.

3 Q Okay. And what about today? Has she paid you  
4 anything for coming here today?

5 A No.

6 Q Okay. And has she agreed to reimburse you for  
7 any costs or expenses that might be awarded against you  
8 as the appellant -- if you appeal -- let me strike that.

9 Earlier you said that you objected because you  
10 thought that the judge would hear your objection and  
11 consider it and make some changes to the settlement; is  
12 that correct?

13 A Yes.

14 Q I'm paraphrasing fairly accurately?

15 A That's fine.

16 Q Okay. If the judge does not make any changes  
17 to the settlement, what do you think's going to happen?

18 A That I'm going to lose that \$400 that I'm  
19 going to receive.

20 Q Who told you that?

21 A I consulted -- my attorney told me that.

22 MS. LISS-RIORDAN: Objection; don't testify as  
23 to anything that was said between you and me, and move  
24 to have that stricken.

25 //

1 BY MS. LORENS:

2 Q Okay. Do you know what else would happen if  
3 the Court approves the settlement and denies your  
4 objection?

5 A No.

6 Q Do you plan to appeal the Court's decision if  
7 the judge says, I don't agree with you, I think it's a  
8 fair settlement?

9 A See, I don't know how this appeal process  
10 works, so I don't know if I could even do that, appeal  
11 or not.

12 Q Okay. If you filed an appeal and the appeal  
13 was lost, has Ms. Liss-Riordan told you that she will  
14 reimburse you for all of the costs and attorney's fees  
15 and expenses that could be awarded against you after  
16 that appeal was lost?

17 MS. LISS-RIORDAN: Objection; misstatement.  
18 Asking for communications that are attorney-client  
19 privileged and harassing and deterring as well, but I  
20 object to that question.

21 MS. LORENS: Are you instructing him not to  
22 answer that question?

23 MS. LISS-RIORDAN: I'm instructing him not to  
24 answer a question that asks for something that was said  
25 between him and me, yes.

1 (Instruction not to answer.)

2 BY MS. LORENS:

3 Q Okay. Let me ask it in a different way, then.

4                   Can you afford to pay somewhere between 25,000  
5       and a couple hundred thousand dollars in costs and  
6       expenses that could be awarded against you as an  
7       objector if you appeal -- if Judge Miller approves the  
8       settlement and you appeal his decision?

9 MS. LISS-RIORDAN: Same objection. Although  
10 the attorney-client privilege aspect of it is not in  
11 that question.

12 BY MS. LORENS:

13 Q So the question is just could you -- if the  
14 judge approves the settlement and Ms. Liss-Riordan says,  
15 okay, now, let's appeal, let's appeal this judge, we  
16 don't agree with him, and this case goes on another two  
17 years through the appellate process and you lose, the  
18 Ninth Circuit says, no, we think Judge Miller was right,  
19 can you afford to pay the costs and fees that may be  
20 awarded following that appeal?

21 MS. LISS-RIORDAN: I object. That is so  
22 harassing and deterring that it is improper.

23 MS. LORENS: It actually goes to the issue of  
24 whether or not a bond should be ordered by the Court,  
25 and that is a discretionary issue and it is an area that

1 is open to discovery.

2 MS. LISS-RIORDAN: I didn't tell him not to  
3 answer. I stated an objection for the record. He can  
4 answer.

5 BY MS. LORENS:

6 Q She said you can answer.

7 MS. LISS-RIORDAN: Could you afford that, is  
8 the question.

9 THE WITNESS: I can't afford like hundreds of  
10 thousands, no.

11 BY MS. LORENS:

12 Q How about 25,000?

13 A It's a little bit -- it's a lot of amount for  
14 me.

15 Q I understand. Were you even aware that those  
16 types of ramifications could flow from filing an  
17 objection and pursuing an appeal in a case like this?

18 A No.

19 Q Okay. Mr. Cadena, who's sitting next to me,  
20 and I filed this case about three years ago. And you  
21 don't have to agree with me, nor your attorney, but in  
22 our opinion, we worked really hard to get a good  
23 settlement for the -- what we call the punitive class,  
24 the franchise owners in California who bought franchises  
25 from Coverall during the time period covered by this

1 lawsuit.

2 So, of course, I take it a little bit  
3 personally that you think that the settlement that we  
4 achieved after years and years of hard-fought litigation  
5 should be thrown out.

6 So I've sat here today listening to you and  
7 listening to some of your complaints about Coverall, and  
8 I know in particular that you have talked a lot about  
9 the fact that they -- you felt that they would take  
10 customer accounts without cause and then sell them to  
11 someone else; is that correct?

12 A Yes.

13 Q That's correct.

14 Do you understand that as part of this  
15 settlement what Mr. Cadena and I were able to accomplish  
16 is that Coverall is not going to be able to do that  
17 anymore? The accounts are to be -- if the settlement is  
18 approved by the judge, the accounts are to be  
19 transferred to the franchise owners under an assignment,  
20 and then the franchise owner would have direct contact  
21 with the customer. Do you understand that?

22 MS. LISS-RIORDAN: Objection; compound,  
23 misleading and incomplete statement.

24 But he can answer to the best of his ability  
25 what he understands.

1                   THE WITNESS: I don't understand, like, how  
2 it's going to be -- like, let's say I'm not a current  
3 franchise owner. I'm not sure how it's going to get  
4 done. So I really can't answer you, like, that it's  
5 going to be -- like, they can't, you know, account sold  
6 to the franchisee will be their account.

7 BY MS. LORENS:

8                   Q        Okay. When you talked about the Leslie Pool  
9 account, you talked about the fact that they pulled that  
10 account from you. Do you believe that had you been able  
11 to go talk to the owners of Leslie Pool, you could have  
12 worked that out had you been able to talk to them  
13 directly and you would have been able to maintain that  
14 account?

15                  A        Probably.

16                  Q        And do you believe it would have been a  
17 benefit to you to actually be the person that negotiates  
18 directly with the company like the owner of Leslie  
19 Pools?

20                  A        I can't speak for all the franchise, maybe  
21 some people can't communicate it, but for me I think it  
22 would have worked out better for me.

23                  Q        And I know another one of your concerns with  
24 Coverall was that sometimes they'd assign accounts that  
25 were too far away, I think you said?

1 A Yes.

2 Q So if Coverall were to be forced to assign  
3 accounts within, say, 30 miles of the regional  
4 offices -- I forget what they -- their field offices? I  
5 forget the terms that they used.

6 A Okay.

7 Q Do you think that would be an improvement?

8 A See, again, I'm not sure if that's good for --  
9 if somebody lives in Upland to have an office they found  
10 somewhere in San Bernardino, so I don't know if that  
11 works better for the franchise owner, because sometimes  
12 it depended upon where they live. So I'm not sure if  
13 that's something that would work out for them or not.

14 Q Well, I understand that you can't speculate  
15 about other franchise owners, because you've already  
16 testified, I believe, that you haven't talked to any  
17 other franchise owners.

18 A No.

19 Q Okay. And so that would be a yes, you have  
20 not talked to any other franchise owners, correct?

21 A Yes.

22 Q Let's assume hypothetically that most people  
23 that buy these franchises buy the franchise from the  
24 regional office that's nearest to where they live for  
25 the purposes of this question.

1                   So it's a hypothetical, but hypothetically  
2 speaking, if a franchise owner buys a franchise using  
3 the regional office nearest to where they live, where  
4 they reside, would it help if Coverall had to give them  
5 customer accounts that were within 30 miles of that  
6 regional office?

7                   MS. LISS-RIORDAN: Objection.

8                   THE WITNESS: I don't know if that's -- that  
9 will help for them or not.

10 BY MS. LORENS:

11 Q        Okay. How about for you? How close did you  
12 live from your regional office?

13 A        I was far, I was in Upland. It's about 30, 35  
14 miles.

15 Q        So if they gave you customer accounts within  
16 30 miles of the regional office, would that have helped  
17 your situation back when you were servicing accounts?

18 A        See, instead of region office, what I'm  
19 thinking is, like, if I'm in Upland, it should be  
20 somewhere around that area. That would help.

21 Q        Okay.

22 A        If I'm living in Upland, I'm cleaning offices  
23 in Upland.

24 Q        And would it help also if the accounts were  
25 located close to one another? So say you're cleaning

1 Leslie Pools one day, and I don't remember your  
2 schedule -- I don't think I've ever known your schedule,  
3 but say you were cleaning Leslie Pools at 7:00 p.m., to  
4 have another account that was fairly close to Leslie  
5 Pools as your second account, would that have been  
6 helpful?

7 A Yes.

8 Q Okay. So Diana recommends that you call  
9 Shannon on probably about Wednesday, the 19th. And you  
10 call on probably about Thursday, the 20th. How many  
11 conversations do you have with Shannon between that day  
12 and the Monday that you file your objection?

13 A I can't remember. Probably one or two  
14 conversations.

15 Q Okay. And can you remember how long the  
16 conversations lasted?

17 A Probably 15, 20 minutes.

18 Q And did you have any conversations with any  
19 other attorneys? I think you mentioned Hillary.

20 A No. I met her when she came with her. No, I  
21 didn't have any.

22 Q Okay. So there just were two conversations  
23 with Shannon prior to sending in your objection?

24 A Yes.

25 Q Okay. And did you write Exhibit 2, which is

1 your objection? Did you draft this document?

2 A I typed it.

3 Q You typed it? Okay.

4 A I didn't type it on this paper, but I typed  
5 it. Like, okay, this is what I need. Like she asked  
6 me, hey --

7 MS. LISS-RIORDAN: Okay. Don't testify as to  
8 anything that was said between us. You can answer the  
9 question, but don't testify about communications between  
10 us. It's privileged.

11 BY MS. LORENS:

12 Q You can explain how you did it. She didn't  
13 like when you used the word "she asked me," because she  
14 was afraid you were going to lead into something she had  
15 told you.

16 A No, she didn't --

17 MS. LISS-RIORDAN: Because I'm just asserting  
18 an attorney-client privilege, which is his right not to  
19 testify as to communications between himself and  
20 counsel.

21 Go ahead.

22 THE WITNESS: No, because I didn't remember  
23 the dates, so what I was told is you can write  
24 approximately. You don't have to be sure, like, okay --

25 MS. LISS-RIORDAN: Okay. Again, don't testify

1 to anything that was said between us. If you can answer  
2 the question without revealing attorney-client  
3 communications, you can, but just don't say what I told  
4 you or you told me. You can say what you did.

5 THE WITNESS: Yes, I did. Wrote that.

6 BY MS. LORENS:

7 Q Okay. It says in here that you bought a  
8 Coverall franchise around 2005 or 2006, correct?

9 A Right.

10 Q And I think earlier you talked about the fact  
11 that you worked this franchise with your sister.

12 A Yes.

13 Q And that she actually maybe did a little bit  
14 more of the work than you did.

15 A Yes.

16 Q Would you consider your sister to be like your  
17 partner in this franchise, then?

18 A Not really, because she was just helping with  
19 me.

20 Q So she was like a worker of yours or was she  
21 sort of like a co-owner of the franchise with you?

22 MS. LISS-RIORDAN: Objection to the extent  
23 that calls for a legal conclusion.

24 THE WITNESS: I don't know. We never talked  
25 about that, stuff like this. We would just work as a

1 family.

2 BY MS. LORENS:

3 Q Okay.

4 A Like she helped me and then -- like  
5 whatever -- we help each other out all the time, so I --  
6 it was not said, okay, this is what you're doing, this  
7 is what you're going to get. It was just . . .

8 Q But did you feel that she had a say in this  
9 business that you bought or did you look at her more  
10 like someone that you employed to help you clean as part  
11 of this business that you bought?

12 MS. LISS-RIORDAN: Objection; assumes facts  
13 not in evidence.

14 THE WITNESS: See, I can't really tell you she  
15 was working for me because it was like a family thing,  
16 and I can't say that she was -- she didn't -- she would  
17 just -- I don't -- you know what, I don't know how to  
18 explain myself. It's just in our culture, we don't do  
19 that as, okay -- it's just whatever we're getting. It's  
20 not just mine. It's just a family thing.

21 BY MS. LORENS:

22 Q So did you look at this franchise, this  
23 Coverall franchise as a family business?

24 A No, what I looked at it is like I would  
25 receive 5000. I hire people to work for me, and I just

1 make probably \$2,000 out of it, like, you know, go out  
2 there, hire people.

3 Q So you looked at it as your business, and then  
4 the people that helped clean were working for you, but  
5 that you were the business owner?

6 A No, that's what I thought when I wanted to buy  
7 it. Like, okay, that's how the ad would -- be your own  
8 boss. So that's what I thought I was going to be, my  
9 own boss. But I was actually working it.

10 Q Right. I understand that. But we'll go to  
11 that in just a minute, the be-your-own-boss topic, but I  
12 just want to get a sense of who owned this franchise.  
13 Was it you and your sister? Was it your family or  
14 actually just you?

15 A I owned the franchise.

16 Q Okay. And so that would mean your sister was  
17 like an employee even though she's a family member?

18 MS. LISS-RIORDAN: Objection; calls for a  
19 legal conclusion.

20 BY MS. LORENS:

21 Q You can answer.

22 A She was not -- I can't tell her she was my  
23 employee. She would kill me.

24 Q Okay. Well, tell me this, did you give her a  
25 paycheck every two weeks or --

1           A     No, it wasn't a paycheck thing. It was  
2 whatever she needs. Till -- we have a joint account.

3           Q     So the payments that would come from Coverall  
4 to pay you on your franchise services would come to a  
5 joint account in you and your sister's name?

6           A     Yes.

7           Q     Okay. And then you and your sister would  
8 split up the money, and it sounds like sometimes she got  
9 a little bit more than you because she did a little bit  
10 more of the work?

11          A     No, it wasn't like that. It's just whatever  
12 she needs, she could take it out. It's not like you  
13 work more, you're going to get more.

14          Q     Is the joint account that the Coverall  
15 payments would go to of you and your sister's, is that  
16 the same account that you wrote your checks to Coverall  
17 out of for purchasing the franchise?

18          A     I don't remember if I gave them a check or --  
19 no, I borrowed money from a 401K.

20          Q     Does your sister object to this settlement?

21          A     No, she don't know about it.

22          Q     She doesn't know about it?

23          A     No.

24          Q     Does she know you're objecting?

25          A     Yes. No, actually, she didn't even talk to me

1 about it. I didn't talk to her.

2 Q Okay. So at least as we sit here today, you  
3 don't have any reason to believe that your sister is  
4 objecting to this settlement?

5 A I can't -- you know, if I explain to her,  
6 maybe she object, but I don't know.

7 Q But, as you sit here today, you've told me  
8 that you haven't told her about the settlement and that  
9 she doesn't know about it. So as at least as of today,  
10 she hasn't expressed an objection to the settlement to  
11 you?

12 A No.

13 Q Okay. Is there some reason you didn't tell  
14 her about the settlement when the papers came in?

15 A I guess it's -- I just don't like to talk a  
16 lot because once you talk, and then they want to know 20  
17 different questions and then I don't even have answers.

18 Q Right.

19 A So that's why I probably didn't talk to her.

20 Q So you probably figured the 475 will hit our  
21 joint account, and she gets what she needs to take care  
22 of herself, so I don't need to discuss it with her?

23 MS. LISS-RIORDAN: Objection; misstates his  
24 prior testimony.

25 //

1 BY MS. LORENS:

2 Q You can tell me if I'm wrong.

3 A No, actually, it didn't even cross my mind  
4 about that that she will hit -- my thought is like --  
5 like we didn't talk about it.

6 Q Okay. But the 475 -- would the 475 have gone  
7 into your joint account with your sister?

8 A Probably.

9 Q Okay. Be your own boss. That's what you  
10 thought you were buying, right, when you bought a  
11 Coverall franchise was that you were buying a franchise  
12 and you were going to be your own boss, correct?

13 A Yes.

14 Q Okay. And listening to you today, it sounds  
15 like the biggest problem was that you didn't really own  
16 those customer accounts and so you weren't really your  
17 own boss, correct?

18 MS. LISS-RIORDAN: Objection; misstates his  
19 testimony.

20 THE WITNESS: No, it's not just that. It's  
21 just the time and the effort you spend to clean some  
22 office, you can't even afford to hire anybody.

23 BY MS. LORENS:

24 Q No, I'm asking you about the be-your-own-boss  
25 thing. I mean, when you wanted to be your own boss,

1 what did you expect that meant? Let me ask it that way  
2 instead.

3 A That's what I thought, that I could go hire  
4 people, they would clean it for me and then I'll make  
5 some money out of it.

6 Q Okay. And did you assume you would be able to  
7 talk directly to these customers that you were going to  
8 be servicing for Coverall?

9 A Yes.

10 Q Did you hope that if they had any complaints,  
11 before Coverall would pull that account, that you'd be  
12 able to talk to that customer and see if you could work  
13 things out?

14 A Yes.

15 Q Would it have been helpful to you if you had a  
16 closer relationship with the customer so that you could  
17 get involved in the bidding of the account?

18 A Yes.

19 Q So if I represent to you today that those are  
20 all things that I was able to accomplish via the  
21 settlement, would you still think that the settlement  
22 was unfair?

23 MS. LISS-RIORDAN: Objection; misstates the  
24 settlement.

25 THE WITNESS: Just for that part, if that's --

1 were to happen, no.

2 BY MS. LORENS:

3 Q It still wouldn't be fair?

4 A No, because as I said, some people can't  
5 communicate with the office manager or something. I  
6 think there should be some kind of training for them.

7 Q Okay. So would it be fair if the people that  
8 have difficulty communicating -- because I agree with  
9 you. I met a lot of people that spoke Spanish. Would  
10 it be fair if the people that had difficulty  
11 communicating were given some additional training so  
12 that they understood how to bid an account, for  
13 instance?

14 A Maybe.

15 Q That would help?

16 A Maybe.

17 Q Okay. Can you give me some other ideas?  
18 Because I'm telling you I worked really hard to reach  
19 this settlement, and I want it to be really good for all  
20 the California franchise owners. So what else would you  
21 like to see to make this settlement more fair?

22 A And the bidding, when they bid these accounts,  
23 they bid too low.

24 Q Okay. But if the accounts are assigned to the  
25 franchise owner and now they get to talk to the customer

1 directly because they own those customer accounts now,  
2 and they get to go in there and bid the accounts and get  
3 training if they'd like to, would that solve that  
4 problem?

5 MS. LISS-RIORDAN: Objection; compound, and  
6 it's not in the settlement.

7 THE WITNESS: I don't know if that's -- solve  
8 it or not, because there's a lot of other things  
9 involved with bidding, you know. So I don't know if  
10 everybody be able to do it or not.

11 BY MS. LORENS:

12 Q Okay. But it would certainly help if they  
13 were going to get some training on how to bid an  
14 account, don't you think?

15 A Maybe.

16 Q And do you think it would help if they got  
17 some training on how to run a business?

18 A Maybe.

19 Q Okay. Do you think it would help if the  
20 training was in English and in Spanish?

21 A Yeah, maybe, yes.

22 Q And when you refer to franchise owners -- and  
23 I forget the words you used, but that don't understand  
24 that well, is it your impression that most of them are  
25 Spanish speakers?

1 A No.

2 Q Okay. Can you tell me what you mean by that,  
3 then?

4 A There's a lot of nationalities I seen when I  
5 go pick up my check. It's not just Hispanic. There's  
6 people from all different places were involved in this.

7 Q Okay. Can you think of -- can you give me any  
8 more advice on what I could do to make this settlement  
9 more fair?

10 MS. LISS-RIORDAN: Objection; and that's not  
11 his role here today.

12 MS. LORENS: Well, he's objected to the  
13 settlement because he doesn't think it's fair.

14 BY MS. LORENS:

15 Q My job is to get the best deal possible for my  
16 clients, who are the franchise owners, not Coverall.  
17 I'm not Coverall's attorney. I have gone head to head  
18 with Coverall for three years now.

19 So I really want to hear from you because  
20 you're the only one that's objected out of a class of  
21 1500 people. I want to hear from you as to what I can  
22 do to make this settlement something that you believe is  
23 fair and reasonable.

24 MS. LISS-RIORDAN: Objection; calls for a  
25 legal conclusion.

1 BY MS. LORENS:

2 Q You worked there. You know what you thought  
3 wasn't fair. Just tell me from your own perspective  
4 what you think I could do differently to improve this  
5 settlement.

6 MS. LISS-RIORDAN: Mr. Singh has chosen to  
7 speak through his counsel and make an objection through  
8 the counsel. This line of questioning -- well, he  
9 either has an answer or doesn't have an answer. But I  
10 think this is calling for a legal conclusion.

11 BY MS. LORENS:

12 Q You can answer.

13 A I don't know what to say. It's hard for me to  
14 sit there and tell you right now.

15 Q Okay. It sounds like mostly, though, because  
16 what we've covered so far, and I've listened to what  
17 you've told Ms. Sims, was to be able to deal with the  
18 customers directly so Coverall can't take those accounts  
19 without you being able to talk to those customers would  
20 be important?

21 A One of the things.

22 Q Yeah. And that to have additional training  
23 for people would be important?

24 A Yes.

25 Q And to have that training in English and

1 Spanish would be helpful?

2 A Yes.

3 Q Okay. Did I forget any of the things that you  
4 mentioned that you thought would make this a fair and  
5 reasonable settlement?

6 A I can't --

7 Q I'm not trying to shorten your list.

8 A I can't remember everything.

9 Q Okay. Ms. Sims talked to you a little bit  
10 about opting out of the settlement. Did you understand  
11 that if you wanted to sue Coverall, you didn't think it  
12 was enough money, that you could opt out, withdraw  
13 yourself from the settlement, hire Shannon and go sue  
14 them. Did you understand that?

15 A No.

16 Q Okay.

17 MR. ANTIA: I couldn't hear that. Was that a  
18 yes or no? Sorry.

19 THE WITNESS: No.

20 BY MS. LORENS:

21 Q But you were in court on the 21st when Shannon  
22 argued with the judge and with us about the settlement  
23 for the morning and then a couple hours into the  
24 afternoon, correct?

25 A Yes.

1 Q Okay. And I'll represent to you that that was  
2 the 21st of November, okay?

3 A Okay.

4 Q So on November 21st, I'm sure you heard me say  
5 to the judge towards the end of the hearing, if  
6 Mr. Singh's so unhappy with the settlement, maybe he  
7 would like to opt out so that he can sue Coverall. And  
8 those weren't my exact words. I'm paraphrasing what I  
9 remember saying. And I think the judge said something  
10 along the lines it seemed like -- it sounded like you  
11 were really unhappy with the settlement. So I think we  
12 were all thinking maybe you would like to opt out and  
13 sue Coverall and not be bound by the settlement.

14 So I'm going to ask you today, would you like  
15 to be able to do that?

16 A I have to consult my attorney on that.

17 Q But I want to know what you want to do. I  
18 don't want to know what your attorney wants to do. I'm  
19 pretty sure I know what your attorney wants to do. I  
20 want to know what you'd like to do.

21 In other words, it's sort of like there's two  
22 options in a case like this, you can take the money or  
23 you can opt out and sue the company on your own, your  
24 own lawsuit, or there's a third option, I guess, you  
25 could opt out and not sue the company and do nothing.

1                   And I'm just curious because I could tell you  
2 didn't know you had the right to opt out and sue the  
3 company, would you like to do that? Would you prefer to  
4 opt out and sue Coverall via Ms. Liss-Riordan or would  
5 you rather stay in and collect your settlement monies if  
6 the Court approves the settlement?

7                   MS. LISS-RIORDAN: Objection; not a complete  
8 statement.

9 BY MS. LORENS:

10 Q        You can answer.

11                  MS. LISS-RIORDAN: The options are maintaining  
12 his objection on behalf of a class or opting out of the  
13 settlement, pursuing his own individual claims. You can  
14 ask him if he has --

15                  MS. LORENS: Shannon, I'm not taking your  
16 deposition. You're testifying.

17                  MS. LISS-RIORDAN: You're mis- --

18                  MS. LORENS: Do you have an objection?

19                  THE REPORTER: One at a time.

20                  MS. LORENS: Do you have an objection?

21                  MS. LISS-RIORDAN: Yes.

22                  MS. LORENS: State the objection.

23                  MS. LISS-RIORDAN: I'm objecting to the  
24 incomplete and misleading and mischaracterization of his  
25 options so as to request an answer that's based on

1 incomplete, misleading premises.

2 BY MS. LORENS:

3 Q Okay. Do you remember the question anymore?

4 A Something about opt out.

5 Q Yeah. I want to know what you, Amrit Singh,  
6 wants to do, now that you know you have these choices.  
7 Would you like to opt out, reject this settlement and  
8 have Shannon sue Coverall on your behalf? Or would you  
9 rather go forward with the claim that you filed on the  
10 12th and get paid through the settlement if Judge Miller  
11 approves this settlement?

12 A I would go with the objection.

13 Q You would go with the objection.

14 A Yes.

15 Q So you want to stay in but object to the  
16 settlement. You do not want to opt out?

17 A No.

18 Q No. Okay. So would you like to be able to  
19 opt out?

20 A I'm sorry.

21 Q Maybe I misunderstood you. You're saying no,  
22 you'd like --

23 A No, I will go with the objection; not with the  
24 opt out.

25 Q So you want to stay in and object to the

1 settlement, correct?

2 A Yes.

3 Q And you do not want to opt out?

4 A Yes.

5 Q And you do understand now that if Judge Miller  
6 approves the settlement that the next step your attorney  
7 is likely to take is to file an appeal, correct?

8 A I'm not sure.

9 Q Okay. Do you understand that if your attorney  
10 does file an appeal, then this case will go on for  
11 another 18 months to two years?

12 A I don't know how this legal process works, so  
13 I don't know if -- what's going to happen.

14 Q Okay. And if your attorney files an appeal  
15 and it drags on for another 18 months to two years, do  
16 you understand that the whole rest of the class who  
17 didn't object will have their payments held up? Do you  
18 understand that?

19 A Yes.

20 Q Okay. And do you understand that if the  
21 appeal is not successful, that you can be held liable  
22 for costs and fees and expenses related to that appeal?

23 MS. LISS-RIORDAN: Same objection as before.  
24 You're trying to harass and deter this objector.

25 But go ahead and answer if you have an answer.

1                   THE WITNESS: No, I didn't know that.

2 BY MS. LORENS:

3                   Q        Okay. So knowing that, I just want to make  
4 sure that -- because it feels funny to me. And you're  
5 looking at me like you understand. On the one hand,  
6 I've got someone objecting who's filed a claim that says  
7 pay me, and on the other hand, I have that same person  
8 saying, I object because I don't like this settlement.  
9 So we're offering you this option of if you don't like  
10 it, you can opt out and you can still sue Coverall.

11                  MS. LISS-RIORDAN: I'm going to object. This  
12 is going over questioning you've already asked. This is  
13 harassing, intimidating, and it's repeating a question  
14 you've already asked. You've asked it; he's answered  
15 it. He says that he wants to stay in the class and  
16 object to the settlement. If you have another question  
17 to put to him, please put it.

18                  MS. LORENS: His response to my last question  
19 was that he didn't understand that, so I just want to  
20 make sure that he understands what his options are.

21                  Can you read my last question back.

22                  (The record was read as follows:

23                   "Okay. So knowing that, I just  
24 want to make sure that -- because it  
25 feels funny to me. And you're

1 looking at me like you understand.  
2 On the one hand, I've got someone  
3 objecting who's filed a claim that  
4 says pay me, and on the other hand, I  
5 have that same person saying, I  
6 object because I don't like this  
7 settlement. So we're offering you  
8 this option of if you don't like it,  
9 you can opt out and you can still sue  
10 Coverall.")

11 BY MS. LORENS:

12 Q I just want to make sure you've had an  
13 opportunity to understand your various options. So  
14 knowing what you know about the costs of an appeal and  
15 all of that stuff now, do you still want to file a claim  
16 and pursue an objection or would you rather reconsider  
17 your objection?

18 A I'll go ahead and pursue with my objection.

19 Q Okay. And has your attorney advised you of  
20 the fact that she's been sanctioned in relation to her  
21 requests that you not have to show up for this  
22 deposition?

23 A Yes.

24 Q Okay. I think I'm done, but let me review my  
25 notes.

1 A Okay.

2 Q Do you know whether or not Shannon represents  
3 Diana in a lawsuit?

4 A I don't know.

5 Q Okay. And I think I asked this, but I forget  
6 whether I did or not, so I apologize if I have. Is  
7 Diana involved in any janitorial franchise lawsuits in  
8 California like against Jani-King or Jan-Pro or . . .

9 A I'm not sure. If she -- I don't know. I  
10 never discuss anything with her, or she never told me  
11 anything.

12 Q Do you know if she's ever worked for Jani-King  
13 or Jan-Pro?

14 A I don't know.

15 Q Okay. Do you know that your attorney was an  
16 attorney for a class of Jani-King franchise owners in  
17 California?

18 MS. LISS-RIORDAN: Objection.

19 THE WITNESS: Yes.

20 BY MS. LORENS:

21 Q Okay. And do you know that in that case, the  
22 punitive class got nothing because class certification  
23 was denied?

24 MS. LISS-RIORDAN: Objection.

25 THE WITNESS: Yes.

1 BY MS. LORENS:

2 Q Do you know whether or not the gentleman with  
3 the common American name that you can't remember is  
4 represented by Shannon?

5 A I don't know.

6 Q Okay. Do you know whether or not he's  
7 involved in a case against Jani-King?

8 A I don't know.

9 Q Do you know if he's involved in a case against  
10 Jan-Pro?

11 A I don't know.

12 Q Do you know how he came to know Shannon?

13 A No.

14 Q Do you have any idea how Diana came to know  
15 Shannon?

16 A Through that guy.

17 Q Through that guy?

18 A Yeah.

19 Q Okay. Do you know if Shannon's ever talked to  
20 Diana?

21 A No, she hadn't talked to her -- no.

22 Q As far as you know?

23 A Yeah.

24 Q Do you have a computer?

25 A Yes.

1 Q Okay. I know when there were some questions  
2 being asked about whether there had been any e-mails or  
3 written communications with this person whose name you  
4 can't remember, you hesitated. And I think you said  
5 something like you just wanted to make sure that there  
6 hadn't been any communications, correct?

7 A Yes.

8 Q Are you sure you don't have any written  
9 communications about calling Shannon or about your  
10 objection?

11 A No.

12 Q Okay. Do you have any written communications  
13 about this case against Coverall in California with  
14 anyone?

15 A I can't remember.

16 Q Okay. I'd like to ask that you retain your  
17 computer; in other words, don't delete information on  
18 it. We call it don't spoliate evidence.

19 A Okay.

20 Q So please retain any computer information,  
21 written information, any documentation in your  
22 possession that has anything to do with this case.

23 A Okay.

24 Q Okay? So that would be communications with  
25 other people, that would be communications with your

1 mom, with your sister, with Shannon, anything that has  
2 to do with this case.

3 A Okay.

4 Q Okay. And you didn't -- you decided to object  
5 after you talked to Shannon and she told you you  
6 wouldn't get the 15,000 that you'd seen -- that you  
7 thought you had seen in the paperwork, correct?

8 A Right.

9 MS. LISS-RIORDAN: Again, I object to any  
10 attorney-client privileged communications being  
11 testified about.

12 MS. LORENS: I'm just getting into the timing  
13 of when he changed his mind.

14 MS. LISS-RIORDAN: That's not an objection.

15 MS. LORENS: Nothing further for me.

16 MR. CADENA: (Indicating.)

17 MR. ANTIA: I have a few questions, but I need  
18 to take a quick break.

19 (Recess.)

20 EXAMINATION

21 BY MR. ANTIA:

22 Q Mr. Singh, my name is Mazda Antia. I  
23 represent a company called Ares Capital Corporation and  
24 a company called Allied Capital Corporation. Have you  
25 heard of those companies before today?

1 A No.

2 Q Did you ever hear of those companies while you  
3 were working for Coverall?

4 A No.

5 Q Now, you said you provided Diane -- is that  
6 her name, your girlfriend's name?

7 A Right.

8 Q -- with the notice which is marked as  
9 Exhibit 3 to the settlement, is that correct, you gave  
10 her a copy of it to read?

11 A No.

12 Q No?

13 A No.

14 Q You just talked to her about what's contained  
15 in the notice?

16 A I didn't even go into detail. I'm just  
17 saying, hey, somebody's suing -- that some attorneys are  
18 suing Coverall. That was back probably two, three years  
19 ago. But she just know that I just received some  
20 paperwork for settlement. There's no details that  
21 she -- I'm positive or I'm not sure that I talked about,  
22 hey, we're receiving this much money or anything.

23 Q Did you say you knew there was a lawsuit going  
24 on two or three years ago?

25 A No, no.

1 Q Two or three months ago, did you mean?

2 A She knows -- I talked to her about it first --  
3 I told her, hey, when I filed paperwork, like, she knew  
4 about it, that I'm suing -- or, like, there's a lawsuit  
5 going on with Coverall.

6 Q Okay.

7 A Like, she didn't know details or date or  
8 nothing. She just -- she just knew about it.

9 Q Why do you think she found you a lawyer to  
10 talk to about this settlement?

11 A Probably because probably she just wanted me  
12 to consult somebody, you know, just to make sure, you  
13 know, whatever I'm doing is right.

14 Q Did you ask her to find you a lawyer?

15 A No.

16 Q Did you talk to her about how much money you  
17 might receive from the settlement?

18 A I can't remember that.

19 Q I mean, do you recall telling her that you  
20 might get this 15,000 plus \$475?

21 A I don't remember.

22 Q Have you ever talked to her about how much  
23 money you might obtain from the settlement?

24 A No.

25 Q Have you ever talked to her about how much

1 money you would like to get in a perfect world from  
2 Coverall based on your previous experience with them?

3 A No.

4 Q Did you ever speak to her -- Diane -- is it  
5 Diana or Diane? Sorry.

6 A Diana.

7 Q Did you ever speak to Diana after you spoke  
8 with Shannon about how much money you might receive from  
9 the settlement?

10 A No, I just told her that I did call her.

11 Q That you did call her?

12 A Yes.

13 Q And she didn't ask --

14 A She did ask, but I didn't bother to answer  
15 her.

16 Q And did you ever -- did she ask if it was more  
17 than 15,000 that you'd be getting from the settlement?

18 A No, she was just saying, so what's going to  
19 happen. I said I don't know what's going to happen yet.

20 Q Now, you said you had conversations with  
21 Shannon --

22 MR. CADENA: I apologize for calling you  
23 Shannon, but that's how he's been referring to you  
24 today.

25 BY MR. CADENA

1 Q -- on the phone. Do you know if there were  
2 any other participants in those two phone conversations  
3 with Shannon?

4 A No.

5 Q It was just yourself and Shannon?

6 A Yes.

7 Q No one else with Shannon?

8 A No.

9 Q And do you recall if Diana spoke to her friend  
10 and told her friend that you had made contact with  
11 Shannon?

12 A I don't know.

13 Q And do you understand that there have been  
14 filings made with the Court on your behalf?

15 A I'm sorry?

16 Q Do you understand that as part of your  
17 objection, there have been papers, pleadings we call in  
18 the legal term, filed with the Court on your behalf?

19 A Like the objection, you're talking about?

20 Q That's one example. Correct. I think it's  
21 Exhibit No. 2 (indicating). Do you understand that  
22 there have been pleadings, which is what we call  
23 something that's been filed with the Court?

24 A Yes.

25 Q Do you understand that those documents and

1 documents like those have been filed on your behalf with  
2 the Court?

3 A See, I'm confused now. You're talking about  
4 this objective (sic) or are you talking about other  
5 papers?

6 Q What papers do you understand have been filed  
7 with the Court on your behalf since the filing of  
8 Exhibit 2? Do you have Exhibit 2 in front of you?

9 A Yes. See, I'm not good with these papers. I  
10 know I've -- there's a few was filed. That's all.

11 Q Let me ask you this: Did you review any of  
12 the papers that were filed on your behalf prior to the  
13 time they were filed with the Court?

14 A Yes.

15 Q Okay. Do you recall what documents those  
16 were?

17 A I don't know. It was about 20-some page  
18 documents.

19 Q And you read that before it was filed with the  
20 Court?

21 A I didn't go through each page, just -- I just  
22 knew there were papers that were filed. I didn't go  
23 through everything.

24 Q And my question is a little different. I  
25 apologize if it's confusing. My question is: Did you

1 read that 20-page document before it was filed with the  
2 Court or after it was filed with the Court?

3 A Before.

4 Q How did you read it before? Did someone send  
5 it to you?

6 A Yes.

7 Q Who sent it to you?

8 A See, I'm not sure which paper you're talking  
9 about. Are you talking about the appeal paper?

10 Q I'm referring to the fact that -- let me back  
11 up. You understand you've objected to the settlement,  
12 right?

13 A Yeah, that's all I know. I don't know which  
14 paper.

15 Q Do you understand that your lawyer has filed  
16 papers with the Court on your behalf articulating the  
17 reasons why you feel the objection is unfair? Do you  
18 understand that?

19 A Yes.

20 Q Okay. Have you read any of those papers?

21 A No.

22 Q Okay.

23 A Not, like, page to page. All I know is just  
24 there's papers filed.

25 Q Now, it's true you've deferred to your

1 lawyer's judgment on objecting to the settlement; is  
2 that correct?

3 A Yes.

4 Q Is there anything you disagree with in regards  
5 to the stance your lawyer has taken?

6 A No.

7 Q Now, you said earlier today, I think when  
8 Ms. Sims was asking you questions, that it was your  
9 understanding that if the judge approved the settlement  
10 that you would lose your right to the \$475 that's part  
11 of the settlement here. Do you recall stating that  
12 earlier today?

13 A I think I said that.

14 Q Okay. And I'm not trying to mislead you. We  
15 can pull it from the transcript. But my question is:  
16 Have you ever questioned that decision? The decision  
17 being that by objecting, you might lose your rights to  
18 certain monies. Have you ever questioned that decision  
19 that you made by objecting to the settlement?

20 MS. LISS-RIORDAN: Objection.

21 BY MR. ANTIA:

22 Q You can answer.

23 MS. LISS-RIORDAN: Objection; misleading.

24 THE WITNESS: I don't -- I can't recall if I  
25 did or not.

1 BY MR. ANTIA:

2 Q Have you ever had thoughts in your own head or  
3 contemplated whether you should be getting more money as  
4 a part of this settlement?

5 A More money than what -- like, which amount are  
6 you talking about? I didn't understand amount.

7 Q Which amount do you think I'm talking about?

8 A I thought you were talking about this -- the  
9 \$475.

10 Q Okay. And have you ever thought that you  
11 deserved more money than that?

12 A Yes.

13 Q And you understand, though, that if the  
14 settlement is approved, you would not be getting -- or  
15 you would be getting at the most \$475? Do you  
16 understand that?

17 A Yes.

18 Q And have you ever questioned whether you  
19 should exclude yourself from the settlement in order to  
20 try to gain more money from Coverall or some other  
21 party?

22 A No.

23 Q And have you talked to Diana -- other than  
24 your attorneys, let me just state that up front, have  
25 you talked to anyone else about this case other than

1       Shannon or Hillary?

2           A     Not in a detail, but they just know there's an  
3       appeal going on.

4           Q     And have you talked to any of your friends  
5       regarding your options on this settlement and this  
6       objection that you're in the midst of?

7           A     No.

8           Q     Have you sought out other attorneys to talk to  
9       to discuss the issues involved in this case?

10          A     No.

11          Q     Have you asked anyone for names of other  
12       attorneys to talk to so you could get other ideas  
13       regarding this case?

14          A     No.

15          Q     Now, if Judge Miller does not approve the  
16       settlement, do you plan to sue Coverall regarding the  
17       claims that you've articulated earlier today?

18          A     You -- can you just -- can you repeat that one  
19       more time.

20                   MR. ANTIA: Madam Court Reporter, can you  
21       repeat the question.

22                   (The record was read as follows:

23                   "Now, if Judge Miller does not  
24       approve the settlement, do you plan  
25       to sue Coverall regarding the claims

1                   that you've articulated earlier  
2                   today?")

3                   THE WITNESS: I don't know. I've got to talk  
4 to somebody before I do.

5 BY MR. ANTIA:

6 Q       And have you considered that option?

7 A       No.

8 Q       And did you sign a retainer agreement with  
9 your lawyers regarding the representation of you in this  
10 case?

11 A      What's . . .

12 Q      Sure. Did you sign any contract with Shannon  
13 or Shannon's law firm in order for them to represent you  
14 in this case?

15 A      I think I did sign some paper.

16 Q      You did. Okay. And did you review that  
17 contract before you signed it?

18 A      No.

19 Q      Did you discuss that contract -- other than  
20 with your lawyers, did you discuss that contract with  
21 anyone?

22 A      No.

23 Q      Did you talk to Diana about it?

24 A      No.

25 Q      Has Diana ever met Shannon or Hillary?

1           A     Not to me. I don't know if they met before.  
2     I don't know.

3           Q     Has Diana ever mentioned that she knows  
4     Shannon or Hillary or anyone that works in Shannon or  
5     Hillary's law firm?

6           A     Not to me.

7                MR. ANTIA: Okay. That's all the questions I  
8     have. Thank you, Mr. Singh.

9                THE WITNESS: Thank you.

10              MS. LORENS: I have just one last question  
11     following up on what Mr. Antia asked.

12                           FURTHER EXAMINATION

13     BY MS. LORENS:

14           Q     Did you ever sign what's called a conflict  
15     waiver? A form that says, I'm waiving any conflicts  
16     that you, my attorney, Ms. Liss-Riordan, may have with  
17     me?

18           A     I don't remember.

19           Q     You don't remember.

20                Has anyone ever mentioned to you -- strike  
21     that.

22              MS. LISS-RIORDAN: I thought you had one more  
23     question. I think you're going beyond the scope of what  
24     Mr. Antia asked.

25     //

1 BY MS. LORENS:

2 Q Has anyone from Ms. Liss-Riordan's office  
3 disclosed to you that they may have --

4 MS. LISS-RIORDAN: Objection.

5 BY MS. LORENS:

6 Q -- a conflict of interest with you because  
7 they also represent a class of Coverall franchisees in  
8 Massachusetts?

9 MS. LISS-RIORDAN: Objection; again, you're  
10 asking for attorney-client communication.

11 BY MS. LORENS:

12 Q I don't want to know any -- I just want a  
13 yes-or-no answer whether or not this has been disclosed  
14 to you. Has anyone disclosed to you that there may be a  
15 conflict of interest between you and the class of  
16 franchise owners that Ms. Liss-Riordan represents in  
17 Massachusetts?

18 MS. LISS-RIORDAN: And objection because it  
19 assumes a fact that's not in evidence.

20 THE WITNESS: I don't remember.

21 BY MS. LORENS:

22 Q You don't remember. Okay. Were you ever  
23 given a document to sign that had the word "conflict" in  
24 it as you were hiring Ms. Liss-Riordan?

25 A I don't remember.

1 Q Were you ever told to go confer with an  
2 independent attorney, that means an attorney other than  
3 Ms. Liss-Riordan or her firm, about a potential  
4 conflict?

5 A No.

6 Q Are you aware of the fact that at any time,  
7 you can seek independent counsel to get a second opinion  
8 about your rights as they relate to this case and your  
9 objection?

10 A I'm sorry. I didn't --

11 MS. LISS-RIORDAN: Counsel, I'm going to  
12 continue to object on the harassing and deterring nature  
13 of the questions, but go ahead and ask them.

14 BY MS. LORENS:

15 Q Are you aware that at any time, today,  
16 tomorrow, next week, a year from now, you have the right  
17 to speak with another attorney to inquire about your  
18 options in this case?

19 MS. LISS-RIORDAN: I also think it's improper  
20 to inform a represented party at a deposition that he  
21 should seek other legal counsel. He can answer, but  
22 this is just an improper line of questioning.

23 MS. LORENS: Well, my understanding of the law  
24 is that if you have a potential conflict, you've got to  
25 disclose it and advise the client to seek independent

1 counsel in evaluating that conflict and whether to waive  
2 it.

3 MS. LISS-RIORDAN: I'm not going to get into a  
4 legal fight with you on the record, Tracee. Just ask  
5 him a question. I'm stating my objection.

6 BY MS. LORENS:

7 Q Are you aware that you have the right to speak  
8 with an independent attorney, if you'd like, regarding  
9 this case?

10 A Yes.

11 Q Okay.

12 MS. LORENS: Nothing further.

13 MS. LISS-RIORDAN: I'm going to ask a few  
14 questions, but let's take a break first.

15 (Recess.)

16 (Mr. Cadena exited the proceedings.)

17 EXAMINATION

18 BY MS. LISS-RIORDAN:

19 Q Mr. Singh, I've got a few questions for you.  
20 You've been asked a lot today about your relationship  
21 with Coverall and you talked a bit about losing customer  
22 accounts. Can you just tell me generally what issues  
23 you have with Coverall?

24 MR. ANTIA: Objection; asked and answered.

25 THE WITNESS: There's multiple issues, like if

1 I lose account, I won't even know about it till I get a  
2 letter. Never get to talk to the manager, whoever owns  
3 that building, what's going on with it. It's just  
4 overall, it wasn't working out with them.

5 BY MS. LISS-RIORDAN:

6 Q Okay. Just from a more general level, you  
7 paid, I think the testimony was, more than \$19,000 to  
8 Coverall. How do you feel about having paid that money  
9 to Coverall?

10 A That that was a lot of money for what I was  
11 doing. It looks like I was just paying to get a job. I  
12 was just a worker there.

13 Q And did you get the kind of money you were  
14 expecting to get from Coverall in exchange for having  
15 paid \$19,000 --

16 A No.

17 Q -- which you took out of your 401K, a lot of?

18 A No, it was not even close.

19 Q Can you tell me generally what kind of pay you  
20 did get from the job you did for Coverall?

21 A If you calculate everything, probably minimum  
22 wages.

23 Q Okay. Now, the settlement -- you understand  
24 the settlement provides that certain people who worked  
25 for Coverall could get \$475, right?

1 A Yes.

2 Q Okay. And you understand that that is only  
3 available to the former workers, not the current -- not  
4 the people that are currently working for Coverall,  
5 right?

6 A Right.

7 Q Well, first of all, what do you think about  
8 that? Do you have any thoughts about that?

9 A It's not fair for the current franchise owner  
10 not to receive money, just a credit, and it's not fair  
11 for the franchise owner -- former franchise owner to  
12 just receive money and just \$400, where they spent  
13 thousands of dollars to buy this franchise.

14 Q And do you understand that under the  
15 settlement, the only people who get the \$475 are the  
16 people who send in a claim form?

17 A Yes.

18 Q And do you understand that only somewhere over  
19 100 -- 119 people sent in that claim form to get the  
20 \$475?

21 A Yes.

22 MR. ANTIA: Objection; lacks foundation.

23 BY MS. LISS-RIORDAN:

24 Q So my question for you is: If I represent to  
25 you that what Coverall would be paying out in the

1 settlement is approximately \$55,000 for a class of 1500  
2 workers, do you have any thoughts on that?

3 MR. ANTIA: Objection; misstates the record,  
4 lacks foundation and misstates the settlement.

5 MS. LORENS: I agree with those objections and  
6 object on behalf of the plaintiffs as well.

7 MS. SIMS: I concur.

8 THE WITNESS: Can you please repeat that.

9 BY MS. LISS-RIORDAN:

10 Q Sure. If I represent to you that if the  
11 settlement were approved, people who worked for Coverall  
12 would get somewhere around a total of \$55,000, do you  
13 have any feelings about that?

14 MR. ANTIA: Same objection.

15 MS. LORENS: Concur.

16 MS. SIMS: I concur as well.

17 THE WITNESS: I don't think it's fair for all  
18 those people who spent thousand of dollars and just  
19 receiving \$400, especially for those that didn't get  
20 those forms.

21 BY MS. LISS-RIORDAN:

22 Q All right. Mr. Singh, you testified today you  
23 have a couple of years of college education, right?

24 A Yes.

25 Q And when you read the notice that was sent to

1 class members, your understanding of it was that if you  
2 sent the form in, you would get \$15,000 plus \$475,  
3 right?

4 A Yes.

5 Q Do you have any thoughts about whether most or  
6 any of the Coverall workers out there who got this form,  
7 what they might have understood from it?

8 MR. ANTIA: Objection.

9 MS. SIMS: Objection; lacks foundation, calls  
10 for speculation.

11 THE WITNESS: Same thing probably what I  
12 thought, that you're going to receive this money and  
13 then later on you're going to receive that 15,000.

14 BY MS. LISS-RIORDAN:

15 Q And do you think that if more Coverall workers  
16 actually understood that if the settlement is approved,  
17 all they're going to get if they're a former worker and  
18 if they met the deadline of putting the claim in, all  
19 they would get is \$475, do you think if more people  
20 really understood that, they would think that was a fair  
21 settlement?

22 MS. SIMS: Objection; lacks foundation, calls  
23 for speculation.

24 MS. LORENS: Concur.

25 THE WITNESS: Can you please repeat that.

1 BY MS. LISS-RIORDAN:

2 Q Sure. The people who do work for Coverall --  
3 I mean, you have a couple years of education, right?

4 A Yes.

5 Q Do you understand that there are a lot of  
6 Coverall workers that don't have higher education?

7 MS. SIMS: Objection. I'm sorry. Go ahead.

8 MS. LORENS: Objection; calls for speculation,  
9 lacks foundation.

10 THE WITNESS: Yes.

11 BY MS. LISS-RIORDAN:

12 Q Okay. And so my question is: Do you think  
13 that if the Coverall workers who received Exhibit 3,  
14 this class notice, in the mail really understood that if  
15 this settlement is approved, they, if they were former  
16 Coverall workers, would be eligible to receive \$475 if,  
17 and only if, they got a claim form submitted in time and  
18 that there would be no other money paid to any other  
19 Coverall workers, do you think if they really truly  
20 understood that, people would agree that that was fair?

21 MS. SIMS: Objection; lacks foundation, calls  
22 for speculation.

23 THE WITNESS: No.

24 BY MS. LISS-RIORDAN:

25 Q And, now, I think you were asked questions by

1       a couple or several of the lawyers here today about  
2       various terms in the settlement agreement regarding  
3       so-called ownership of accounts. These were terms that  
4       were discussed with you regarding what these attorneys  
5       stated were changes that would be made for current  
6       workers with respect to how much interaction they might  
7       have with cleaning accounts. Do you remember that --

8           A      Yes.

9           Q      -- discussion?

10               Okay. And, first of all, you understand that  
11       those provisions of the settlement only apply to the  
12       current workers, not the former workers, obviously,  
13       right?

14           A      Right.

15           Q      Okay. And do you understand that those  
16       terms -- that the so-called assigning of accounts would  
17       only, under the terms of the settlement, apply to  
18       workers who had paid off their franchise fees and paid  
19       off any additional business fees with respect to those  
20       accounts?

21               MR. ANTIA: Objection; lacks foundation. He's  
22       already testified he hasn't even reviewed the settlement  
23       agreement.

24               MS. LORENS: Calls for speculation.

25               MS. SIMS: I concur.

1                   THE WITNESS: Can you please repeat it.

2   BY MS. LISS-RIORDAN:

3                   Q     Okay. So if I represent to you -- okay. I  
4 know you've said you haven't read every term of this  
5 notice or the legal papers. But do you understand that  
6 these terms regarding the so-called assignment of  
7 accounts only applies to the Coverall workers who have  
8 paid off their franchise fee in full and have paid off  
9 any additional business fees as related to the accounts?  
10 Do you understand that this assignment of accounts would  
11 only happen after all of those amounts are paid off?

12                  MS. LORENS: Same objection.

13                  MS. SIMS: Same.

14                  THE WITNESS: No, because I don't think that's  
15 fair for them because they might lose an account before  
16 they paid these off, so they don't own the account.

17   BY MS. LISS-RIORDAN:

18                  Q     Okay. So, in other words, if there were some  
19 protections that could occur and be of some benefit  
20 after the payments are paid off, those benefits would  
21 not go to the people who hadn't yet paid off their  
22 accounts, right?

23                  MS. SIMS: Objection; leading.

24                  THE WITNESS: Yes.

25                  //

1 BY MS. LISS-RIORDAN:

2 Q Okay. And do you think that's fair for them?

3 A No.

4 Q Okay. Because one of the concerns I think I  
5 heard you talk about earlier is that accounts seem to be  
6 passed on from one franchisee to another, right?

7 A Yes.

8 Q And you talked about how there was some log in  
9 the office where you saw that -- something about  
10 accounts got handed from one franchisee to another,  
11 right?

12 MS. SIMS: Objection; misstates prior  
13 testimony.

14 THE WITNESS: Yes.

15 BY MS. LISS-RIORDAN:

16 Q Okay. So is it your understanding that the  
17 settlement agreement would prevent that from ever  
18 happening again?

19 MR. ANTIA: Same objection.

20 MS. SIMS: Objection; lacks foundation, calls  
21 for speculation.

22 THE WITNESS: I don't know. I can't answer  
23 that because I haven't seen nothing yet. So if that  
24 were to happen, that would be good for the current, but  
25 not the previous people who already lost all their

1 accounts.

2 BY MS. LISS-RIORDAN:

3 Q Right. And if those changes that we talked  
4 about regarding the so-called assignment of accounts  
5 only applies to the people who already paid off their  
6 accounts, all the people who haven't yet paid all their  
7 accounts would still be vulnerable to the turning of  
8 accounts that we're talking about, right?

9 A I don't think that's fair.

10 Q So you don't think that's fair to all those  
11 people who haven't paid off their accounts yet, right?

12 A Right.

13 MS. SIMS: Objection; leading.

14 BY MS. LISS-RIORDAN:

15 Q Another term of the settlement is that the  
16 attorneys who were representing the punitive class in  
17 this case, that's Ms. Lorens or her co-counsel who was  
18 sitting here today, would be paid nearly a million  
19 dollars in attorneys' fees. If I represented to you  
20 that under the settlement, Coverall workers would  
21 receive approximately \$55,000 and Ms. Lorens and her  
22 co-counsel would receive close to a million dollars, do  
23 you think that's fair?

24 A No.

25 MS. LORENS: Objection.

1 THE WITNESS: No.

2 MS. LISS-RIORDAN: Okay. I have no further  
3 questions.

4 MS. LORENS: I have a couple. Do you want me  
5 to go first?

6 MR. ANTIA: Sure.

7 MS. LORENS: Because you guys might have some,  
8 too.

9 FURTHER EXAMINATION

10 BY MS. LORENS:

11 Q I just want to make sure I heard you  
12 correctly. Earlier I think you told us you hadn't read  
13 the settlement agreement; is that correct?

14 A (Indicating.)

15 Q That was the 20-some page document that  
16 Ms. Sims was talking to you about.

17 A I probably didn't went through everything, no.

18 Q Have you ever seen the settlement agreement?

19 A (No response.)

20 Q Let me ask it differently. Have you ever seen  
21 any documents relating to this case that aren't included  
22 in the exhibits that are sitting in front of you? Have  
23 you seen anything besides that?

24 A I can't remember.

25 Q All right. Have you ever seen a document that

1 looks like this (indicating)? And I'm now referring to  
2 the class action settlement agreement and release, which  
3 was Exhibit D to the motion for preliminary approval, I  
4 believe.

5 A I don't remember seeing that.

6 Q Okay. So earlier today, you testified that  
7 you'd never seen this before. Is it your testimony that  
8 you've never seen it or that you don't remember seeing  
9 it?

10 A I think I -- I don't remember seeing it.

11 Q Okay. Do you have any idea of what is  
12 contained in this document?

13 A I don't remember.

14 Q Can you tell me anything at all that you  
15 remember in this document, even if it's just one thing?

16 A No, I don't remember.

17 Q Are you sure you've even seen it before?

18 MS. LISS-RIORDAN: Asked and answered;  
19 objection.

20 MS. LORENS: Well, the problem is we've gotten  
21 two answers.

22 BY MS. LORENS

23 Q So I just want to make sure we've got a clear  
24 record here. And you know you're under oath. So even  
25 though this is an informal setting, this is very

1 serious. It's like testifying in court.

2 Do you know for sure whether or not you've  
3 ever seen this document before?

4 A I can't say for sure I've seen it or not.

5 Q Okay. And I believe you also testified  
6 earlier that you haven't ever talked to any other of the  
7 franchise owners about this case.

8 A No.

9 Q And you haven't talked to any other franchise  
10 owners about the proposed settlement in this case?

11 A No.

12 Q Okay. So then when you tell your attorney how  
13 the other class members might feel about this  
14 settlement, you're just guessing, aren't you?

15 A Yes, I'm just --

16 Q You're just --

17 MS. LISS-RIORDAN: Let him finish.

18 BY MS. LORENS:

19 Q I'm sorry. I did not mean to cut you off.  
20 Please finish.

21 A That's okay. I'm just saying is what I feel  
22 they all thought.

23 Q Right. So you're speculating, you're guessing  
24 what you think they might feel?

25 A Yes.

1 Q And then when you started, you said your  
2 issues with the settlement were that you would lose an  
3 account and you won't know until you get the letter.  
4 Would that be a letter from Coverall telling you you've  
5 lost an account that you were referring to?

6 A Yeah, a letter or a phone call.

7 Q Okay. So when you said that, you meant they  
8 could take your account and you wouldn't even know they  
9 took your account until they sent you a letter or made a  
10 phone call, correct?

11 A Yes.

12 Q Okay. And that your other issue with the  
13 settlement was that you never got to talk to the manager  
14 of the building --

15 A Yes.

16 Q -- correct?

17 A Yes.

18 Q And so if I was able to get Coverall to agree  
19 that you can't lose an account without the actual owner  
20 of the building being the person that terminates your  
21 services, that would be an improvement, right? Did that  
22 make sense? I can rephrase that.

23 A Yes, but I don't know if the current owner  
24 would -- you know, how they feel about that.

25 Q Right. My question is this: So if we change

1       the system so that now it's not Coverall that takes an  
2       account, that the only way you can lose an account is,  
3       say, you're working for Leslie Pools and, say, the  
4       owner's name was Joe, and Joe said to you, I'm not happy  
5       with your services, I'm firing you. If that was the  
6       only way an account could be pulled, that would be  
7       better than the way it used to be, right?

8           A       Right.

9           Q       Okay. And that would also mean that you'd get  
10      to talk directly to -- and I'm just guessing that the  
11      owner of Leslie Pool's name is Joe, that's just an  
12      example, but let's use Joe for our example. That would  
13      also mean that you would have the right to talk directly  
14      to Joe and discuss any issues he had with the services,  
15      correct?

16          A       Right.

17          Q       Okay. And that would be a lot better than the  
18      way it was when you were a Coverall franchisee, right?

19          A       Yes.

20               MS. LORENS: Okay. Nothing further.

21               MS. SIMS: Mazda, do you have anything?

22               MR. ANTIA: Do you have anything?

23               MS. SIMS: No.

24               MR. ANTIA: I'm fine.

25               MS. SIMS: We're done.

1                   THE REPORTER: This completes the deposition.

2       The time is 1:21.

3                   Did you need a copy?

4                   MS. LORENS: I don't think I need a copy.

5                   THE REPORTER: Do you need a copy of the  
6 transcript?

7                   MR. ANTIA: Yes.

8                   MS. LISS-RIORDAN: Yes, I'd like a copy,  
9 please.

10                  MS. SIMS: We do need a rough.

11                  THE REPORTER: Does anybody else need a rough?

12                  MR. ANTIA: If she's getting a copy, I don't  
13 need a copy.

14                  THE REPORTER: So you don't need a copy, then?

15                  MR. ANTIA: No, I'm good. Thank you.

16                  (The deposition of AMRIT SINGH was concluded at this  
17 point.)

18                  (TIME NOTED: 1:21 P.M.)

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## 1 DEPOSITION OFFICER'S CERTIFICATE

2  
3 STATE OF CALIFORNIA )  
4 ) ss.  
5 COUNTY OF ORANGE )  
6

7 I, PAULINA BALBUENA, hereby certify:

8 I am a duly qualified Certified Shorthand Reporter  
9 in the State of California, holder of Certificate Number  
10 CSR 12898 issued by the Court Reporters Board of  
11 California and which is in full force and effect. (Fed.  
12 R. Civ. P. 28(a)).

13 I am authorized to administer oaths or  
14 affirmations pursuant to California Code of Civil  
15 Procedure, Section 2093(b), and prior to being examined,  
16 the deponent was first duly sworn by me. (Fed. R. Civ.  
17 P. 28(a), 30(f)(1)).

18 I am not a relative or employee or attorney  
19 counsel of any of the parties, nor am I a relative or  
20 employee of such attorney or counsel, nor am I  
21 financially interested in this action. (Fed. R. Civ.  
22 P. 28).

23 I am the deposition officer that stenographically  
24 recorded the testimony in the foregoing deposition and  
25 the foregoing transcript is a true record of the

1       testimony given by the witness. (Fed. R. Civ. P.  
2       30(f)(1)).

3                  Before completion of the deposition, a review of  
4       the transcript [ ] was [X] was not requested. If  
5       requested, any changes made by the deponent (and provided  
6       to the reporter) during the period allowed, are appended  
7       hereto. (Fed. R. Civ. P. 30(e)).

8

9       Dated: December 19, 2011

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14                  PAULINA BALBUENA, CSR No. 12898, RPR, CCRR

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INSTRUCTION NOT TO ANSWER

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INFORMATION REQUESTED

(NONE)

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2		AMRIT SINGH	
3	NUMBER	DESCRIPTION	PAGE
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5	Exhibit 1	Letter dated May 20, 2005 from Coverall to Amrit Singh; 1 page	34
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7	Exhibit 2	Notice of Intention to Appear at Final Fairness Hearing and Objection to Class Action Settlement; 6 pages	62
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11	Exhibit 3	Legal Notice; 14 pages	68
12	Exhibit 4	Claim Form; 2 pages	74
13	Exhibit 5	Cover page to the janitorial franchise agreement between Mr. Singh and Coverall; 1 page	80
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